

1 IN THE UNITED STATES DISTRICT COURT

2 FOR THE DISTRICT OF OREGON

3
4 LILY HILBURN, et al.,)
5 Plaintiffs,) 3:16-cv-02116-SI
6 vs.) February 1, 2018
7 SONNY PERDUE, et al,) Portland, Oregon
8 Defendants.)

9
10
11 (Motion Hearing)

12 TRANSCRIPT OF PROCEEDINGS

13 BEFORE THE HONORABLE MICHAEL H. SIMON

14 UNITED STATES DISTRICT COURT JUDGE
15
16
17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPEARANCES

FOR THE PLAINTIFFS:

Gideon A. Anders
Jessica L. Cassella
National House Law Project
703 Market Street, Suite 2000
San Francisco, CA 94103

FOR THE DEFENDANTS:

James E. Cox, Jr.
Sean E. Martin
U.S. Attorney's Office
1000 SW Third Avenue, Suite 600
Portland, OR 97204

COURT REPORTER:

Dennis W. Apodaca, RDR, FCRR, CRR
United States District Courthouse
1000 SW Third Avenue, Room 301
Portland, OR 97204
(503) 326-8182

1 (February 1, 2018)

2 P R O C E E D I N G S

3 (Open court:)

4 THE CLERK: Your Honor, this is the time set
5 for oral argument in civil case 16-2116-SI, McFalls,
6 et al. versus Perdue, et al.

7 Counsel, in court, beginning with plaintiff,
8 please, identify yourselves for the record.

9 MS. CASSELLA: Good morning, Your Honor.
10 Jessica Cassella with the National Housing Project on
11 behalf of the plaintiffs.

12 THE COURT: Good morning.

13 MR. ANDERS: Gideon Andrews, also on behalf of
14 the plaintiffs, National Housing.

15 MR. COX: James Cox from the
16 U.S. Attorney's Office appearing on behalf of all
17 defendants.

18 MR. MARTIN: Good morning, Your Honor.
19 Assistant U.S. attorney Sean Martin for the defendants.
20 We are joined at counsel table by Mr. Wes Cochran, who is
21 the multi-housing family director for the RD Oregon
22 office, and Ms. Zoey Kohm, who is with USDA Office of
23 General Counsel.

24 THE COURT: Welcome.

25 All right. We are here on the defendants'

1 motion to dismiss the second amended complaint. I have
2 read your materials, and I look forward to hearing
3 additional argument: It is defendants' motion.

4 MR. COX: Thank you, Your Honor. Your Honor,
5 one thing that is clear from reading plaintiffs' second
6 amended complaint is that plaintiffs and their counsel
7 have real disagreements with how the agency, the Rural
8 Development Office, is running the programs at issue, the
9 Rental Assistance Program and the Voucher Program. But
10 that is not enough to confer standing onto plaintiff for
11 their claims.

12 The plaintiffs have not shown for any of the
13 claims of relief a particularized imminent injury that
14 would grant them standing for any of the claims. Now,
15 Your Honor, the specific arguments that defendants raise
16 for the claims differ slightly as to the reason that
17 plaintiffs do not have standing. The method that the
18 Government would like to separate the argument,
19 Your Honor, is I'll be addressing the flaws in the first
20 and second claims for relief in the second amended
21 complaint, those claims that deal with the civil rights
22 impact analysis; Mr. Martin will be addressing the flaws
23 in plaintiffs' third and fourth claims for relief that
24 deal largely with the RD Voucher Program.

25 THE COURT: That's fine, of course. The

1 threshold question is this: Did the plaintiffs have
2 standing when they commenced this lawsuit?

3 MR. COX: Yes, Your Honor, for one of their
4 claims of relief.

5 THE COURT: And I agree. Now, isn't standing
6 assessed as of the commencement of the action, and if you
7 have standing at the commencement of the action, aren't
8 we done with standing? Now, if the action progresses and
9 something happens such that there is no longer a
10 particularized injury, because of some development that
11 happens during the pendency of litigation, then doesn't
12 the analysis become, one, not of standing, but of
13 mootness?

14 And if that's the case, and I think it is, then
15 we don't look at standing cases and standing doctrine,
16 but instead at mootness cases and mootness doctrine, and
17 most importantly for purposes of this motion, the
18 exceptions to mootness.

19 Am I wrong?

20 MR. COX: Your Honor, I would agree with that.
21 The one clarification that I would say is that standing
22 depends on each form of relief that the plaintiffs have
23 requested in their claims for relief. Your Honor,
24 mootness is the doctrine that the Government relies on.

25 THE COURT: Then why did you begin your

1 argument then by telling me you are going to talk about
2 standing?

3 MR. COX: Well, Your Honor, mootness is
4 standing at one point in time --

5 THE COURT: Wait a minute. Laidlaw -- first of
6 all, you are basically right, in the olden days. But
7 when you say that mootness is standing at one point in
8 time, I know you are referring to, or I think you are
9 referring to the old 1980 case from the Supreme Court
10 U.S. v. Parole Commission v. Geraghty. That language was
11 then followed by the Supreme Court in Arizonans For
12 Official Language from the Supreme Court a little bit
13 later.

14 But Laidlaw says, well, that's a little bit
15 confused, and Laidlaw describes it a little bit
16 differently. But all of that ultimately goes back to the
17 old Law Review Article by Professor Monahan on
18 constitutional adjudication, where he said, "The
19 requisite personal interest that must exist at the
20 commencement of litigation -- standing -- must continue
21 through its existence -- mootness."

22 So it is not really relevant through its
23 various exceptions. So if we are talking about does a
24 plaintiff have particularized injury, causal connection,
25 and redressability, the standing requirements, that is

1 assessed at the time of the commencement of the
2 litigation -- period, full stop.

3 If then something happens to perhaps undermine
4 the existence of particularized injury, causation, causal
5 connection, or redressability, all right, that's fine, we
6 will then evaluate it under mootness. But mootness has a
7 number of different exceptions that don't apply to the
8 standing area, including, I think most relevant for this
9 case, voluntary cessation, and we can evaluate when
10 voluntary cessation does and doesn't apply, but that's
11 analyzed under the doctrine of mootness.

12 Now, if you want to tell me I'm wrong, you can
13 do that, but then you're going to have to give me some
14 authority, because I'm relying on the Supreme Court in
15 Laidlaw and a number of other cases.

16 MR. COX: Your Honor, I do agree with you. I
17 think if I would were to apply it specifically to this
18 case and talk about what gave plaintiffs standing, I
19 think Your Honor is familiar with that. But it might
20 help in looking at the claims, the agency had reached a
21 decision prior to the filing of the complaint here. That
22 decision was to accept the prepayment application by the
23 borrower on this property. That final agency action,
24 that decision to accept prepayment, created an imminent
25 injury for the plaintiffs of losing the benefit of rental

1 assistance and becoming homeless.

2 THE COURT: And it gave them basically
3 particularized injury with causal connection that was
4 redressable by the Court. That's why they had standing.
5 Then the decision changed with the second analysis. Now
6 you argue that -- at least what I think you are arguing
7 is -- now it is moot, because we've made a different
8 decision. And I'll say okay, and then we will see
9 whether or not any of the mootness exceptions apply.
10 What I'm most interested in hearing about is voluntary
11 cessation, but it is a mootness debate we should be
12 having.

13 MR. COX: Your Honor, the Government agrees
14 that this is about mootness. That injury that existed at
15 the time of the filing of the complaint, that imminent
16 injury based on the agency's decision to accept the
17 prepayment application no longer exists. The agency
18 reached the opposite decision, which that basis for
19 standing is now moot.

20 THE COURT: Because of the agency's action, it
21 essentially voluntarily ceased the harmful effect that
22 was threatening the plaintiff, and that gave them
23 standing at the beginning. And now the question is: Do
24 you satisfy the requirements to show that the case is
25 moot, or does it still continue notwithstanding that

1 potential mootness under the voluntary cessation
2 exception?

3 MR. COX: Your Honor, the exception does not
4 apply. The decision by the agency is a settled step.
5 The reason for that, Your Honor, is that the borrower in
6 this case, Ms. Shiveley, chose not to elect the option to
7 challenge the agency's findings on that prepayment
8 application. If she had taken advantage of those appeal
9 options, that exception, voluntary cessation, could
10 certainly apply, because then the agency at the appeals
11 stage could reverse itself.

12 THE COURT: I understand. Although let me ask
13 you this: When does the 180-day period expire?

14 MR. COX: April 15th of this year. It began on
15 October 17th. That's the current --

16 THE COURT: Go ahead. October 17th, 2017. It
17 expires April 15th, 2018. What happens if on
18 October 16th we look at the file and realize that no
19 offers have been made? What happens then?

20 MR. COX: On April 16th?

21 THE COURT: Yes.

22 MR. COX: At that point in time the agency, if
23 it determines that no bona fide offers were made, then
24 the agency will give notice to the tenants that the
25 agency is going to be accepting a prepayment application

1 from the borrower because no offers were made during that
2 time period.

3 THE COURT: And at that time might the tenants
4 or CARE have standing?

5 MR. COX: No, Your Honor. The reason is that
6 the claims the plaintiff have made in their second
7 amended complaint against the agency's practices are a
8 settled step. There are no claims in the second amended
9 complaint that the agency has run the "for sale" process
10 improperly. The claims are about the agency's conduct
11 with respect to the civil rights impact analysis, and the
12 decision at that stage of the process was in favor of the
13 tenants. If the agency does wind up accepting a
14 prepayment application, it's not because the civil rights
15 impact analysis resulted in a finding that the agency had
16 to accept the application. It is for a completely
17 different reason. It is that no one offered to buy the
18 property.

19 THE COURT: If no one offers to buy the
20 property, isn't there still the opportunity for the
21 plaintiffs to benefit from the voucher program?

22 MR. COX: There is that opportunity,
23 Your Honor.

24 THE COURT: Don't they contend that the
25 regulations implementing that and interpreting and

1 applying that voucher program are invalid under the APA?

2 MR. COX: They do contend that, Your Honor, but
3 their specific claims about that program would not even
4 be ripe at that point in time once prepayment is
5 accepted. Their claims, and Mr. Martin can talk in more
6 detail about the unripeness of those claims, but those
7 claims would not even come into ripeness even if the
8 agency accepts a prepayment application. It is a very
9 different injury than the injury that existed before.

10 THE COURT: I will want to hear more about
11 that, but let me ask you this: Maybe the problem I'm
12 about to identify is all my fault. If it is, I take
13 responsibility. Should I wait until after April 15th to
14 decide this case so we have a better understanding of
15 where things are?

16 MR. COX: No, Your Honor. It would be improper
17 to do that, Your Honor, because there are no claims in
18 the complaint that would be ripe, even at that point in
19 time, and there is no indication or pleading that the
20 agency has done anything incorrect with respect to what
21 is occurring now, the for sale process, and what occurred
22 before then was actually a decision that was in the
23 plaintiffs' favor.

24 THE COURT: Okay.

25 MR. COX: Your Honor, I think at this point in

1 time --

2 THE COURT: You can tag team your partner
3 whenever you want.

4 MR. MARTIN: Thank you, Your Honor. You
5 mentioned vouchers, so I thought I would address that.
6 As Mr. Cox indicated, I am going to deal with claims 3
7 and 4. Claim 3 is what we believe is the main voucher
8 claim in the second amended complaint. Our earlier
9 briefing, Judge, identified in my view really a concern
10 over a lack of a final agency action and a ripeness
11 problem.

12 I don't want to belabor that briefing, but, you
13 know, our view is that very much vacated the prepayment
14 decision. It is not the culmination of the agency
15 process at this point, and it doesn't have any legal
16 ramifications because, instead, there is a different
17 process, and the agency set the reset button.

18 So that's really not an appropriate basis for
19 that third claim, as the briefing explained, nor is the
20 annual voucher program, because that's basically a
21 program, a policy announcement, which hasn't changed
22 since 2008. So we believe, even if that were an
23 inappropriate final agency action to fuel claim 3, there
24 is a statute of limitations problem.

25 THE COURT: Although aren't statute of

1 limitations applied differently to an older regulation if
2 we're talking about an "as applied" challenge versus a
3 facial challenge?

4 MR. MARTIN: Except when it is simply a
5 renewal. I think the case law briefing showed you that
6 when something is simply basically a word-for-word
7 renewal, that that doesn't stop the statute of
8 limitations, nor has this been applied, Judge.

9 There is even a further concern with the third
10 claim, Judge, in that it is really not cognizable that RD
11 is somehow arbitrary and capricious under the APA. And
12 as plaintiffs allege in claim 3, allowing residents in
13 prepaid buildings to get vouchers, even when there is
14 going to be a restricted use covenant, that can't be a
15 claim because Congress set up the program very plainly,
16 and what RD is doing is simply following what Congress
17 told it to do.

18 THE COURT: You are getting into the merits,
19 aren't you?

20 MR. MARTIN: I don't think so, Judge. Our view
21 is it's not a viable claim, because look at the
22 authorization language for the voucher assistance, for
23 the multifamily housing.

24 THE COURT: I thought your argument was it is
25 not a viable claim because either there is no standing --

1 and I'm rejecting that standing at the commencement --
2 your argument is either the claim has become moot or that
3 it is, on its face, violative of the statute of
4 limitations.

5 Did I miss something?

6 MR. MARTIN: Well, looking at the actual
7 statute, our view is this -- RD is tracking exactly what
8 Congress told it to do. Congress told it to make
9 vouchers eligible to all residents who are residing in an
10 apartment complex when it's prepaid. So that's exactly
11 what RD has authority to do, and that's how it is
12 administered in the voucher program. So Congress, in the
13 public law that's referenced by the plaintiffs, in their
14 second amended complaint --

15 THE COURT: Although I don't see that in your
16 motion to dismiss. I see your motion to dismiss as
17 consisting of the following three arguments: On page 12,
18 you argue the first and fourth claims must be dismissed
19 because they are time barred, and plaintiffs lack
20 standing. Your second argument, on page 16, the second
21 and third claims for relief must be dismissed because
22 there is no final agency action, and plaintiffs lack
23 standing. Then your final -- I thought that was the
24 third one. Those are the arguments, not that that they
25 fail to state a claim because there is no arbitrary and

1 capricious violation. That's the merits, if we get
2 there, and we are not getting there, I don't think.

3 Am I wrong?

4 MR. MARTIN: Judge, it is correct that our
5 briefing doesn't have this laid out as a specified
6 argument, but I did want to bring it to Your Honor's
7 awareness and offer plaintiffs an opportunity to respond
8 because we believe it is not viable to state a claim,
9 because RD is literally doing what Congress instructed it
10 to do.

11 THE COURT: I don't mean to be -- well, I do
12 mean to be linear about this. Your motion right now is
13 on statute of limitations, standing/ripeness, final
14 agency action. That's what we're going to resolve. If
15 you want to try to persuade the plaintiffs that they
16 can't win on the merits for the reasons you're
17 identifying now, you go right ahead, but I'll stay out of
18 that discussion. I will address that if and when we get
19 past the justiciability issues and after I've read both
20 sides' briefs on the merits.

21 MR. MARTIN: Why don't I move on to the
22 justiciability argument on claim 3. Our concern is
23 simply whether there is a future voucher-based claim,
24 whether there is a case or controversy essentially,
25 depends on a lot of contingencies that may or may not

1 happen in the future. Not only would there have to be no
2 bona fide offers received during this 180-day period,
3 right, which would allow prepayment to happen, but then
4 there would have to be a situation where one of these
5 plaintiffs wanted a voucher, right, applied for a
6 voucher, and either the funding ran out, or there was
7 some sort of problem with the application. But we
8 believe it is speculative and conjecture at this point.
9 There would need to be several steps in the future.

10 THE COURT: So if we assume that no offers are
11 made by April 15th, you're telling me that it's still not
12 a final agency action because the agency would have to do
13 something. What would they have to do?

14 MR. MARTIN: No, I'm not saying that the
15 acceptance of the prepayment -- I would acknowledge that
16 as --

17 THE COURT: So is it that we don't know yet
18 until April 15th whether there is or is not final agency
19 action?

20 MR. MARTIN: Right, there isn't final agency
21 action now. Then even if there is a acceptance of a
22 prepayment, whether there is an actual voucher issue or
23 dispute is really going to depend on a number of factors:
24 That there are going to be residents who have leases that
25 are going to expire in such a way that they won't have

1 the benefit of continuing the lease to the end of its
2 term.

3 THE COURT: I'm not following you on this
4 point. If we assume that there is no additional offers
5 by April 15th, on April 16th will there have been final
6 agency action that's reviewable?

7 MR. MARTIN: Well, actually, Judge, I would
8 have to clarify that and say no, because there is at
9 least an additional step of notifying residents about the
10 acceptance.

11 THE COURT: Is that ministerial, or is that
12 really what is considered final agency action? Or is
13 that just ministerial? It's ministerial, isn't it?

14 MR. MARTIN: You may be right, Judge. I think
15 it is a required notice provision. I think RD takes it
16 seriously.

17 THE COURT: Absolutely. But just because
18 something is ministerial and someone takes a ministerial
19 obligation seriously doesn't mean that it has any
20 relevance to a decision on final agency action.

21 MR. MARTIN: Right. But my point is, Judge,
22 there being a final agency action, whether on April 16th,
23 like you say, or on some future date, I think it is
24 immaterial, because there is still contingencies after
25 that; that there would have to be particular residents

1 who'd want the vouchers as opposed to other forms of
2 relief or other forms of subsidy. Not only that, but
3 apply for it in a timely way or in such a way that there
4 is an injury that the program is out of money.

5 THE COURT: So we might not know until later
6 whether or not people are being hurt and/or how they may
7 be hurt. That's an interesting point, it is a fair
8 point, but I don't think it affects the final agency
9 action prong of the analysis.

10 MR. MARTIN: No, it doesn't affect whether the
11 possibility of accepting a future prepayment is a final
12 agency action, Judge, but it affects claim 3 because
13 that's alleging there is a claim about operation of the
14 voucher program that is going to depend on things and
15 conduct and facts and specifics after that final agency
16 action.

17 So it is really -- in a way, the administrative
18 record isn't going to answer that question, right,
19 because it is going to be after that fact -- the
20 circumstances of developing a voucher -- if that makes
21 sense.

22 THE COURT: Okay.

23 MR. MARTIN: Judge, why don't I move on to
24 claim 4.

25 THE COURT: All right.

1 MR. MARTIN: Now, that's really a claim that
2 plaintiffs have clarified, as we noted in our reply, that
3 is brought on the part of the CARE plaintiff as opposed
4 to the residents, because as the Court is aware, if there
5 is a Golden Eagle II prepayment, there won't be the
6 obligation to have a restrictive use covenant under
7 7 C.F.R. 3560.659(k). So really that leaves CARE as the
8 only plaintiff on claim 4. As we briefed, Judge, we
9 believe that the DBSI case establishes that there is a
10 standing problem for that claim 4 for the CARE
11 organization.

12 THE COURT: But we are not going to talk
13 standing though; we are going to talk mootness, because
14 there is standing as of the commencement of the action.
15 Now, if you want to tell me that claim 4 has become moot,
16 fine, I'll listen to you.

17 MR. MARTIN: Well, I think it is more ripeness,
18 Judge.

19 THE COURT: Okay, fine. If you want to tell me
20 it is not ripe, I may even listen to that. But I think
21 that it is more of a mootness issue, but that's fine.
22 But the only thing we won't be talking about is standing,
23 because that's determined at the commencement of the
24 litigation. I don't mean to be rude. I'm a little flip
25 here. But I really do think that standing is determined

1 at the beginning of the litigation. You're welcome to
2 try to show me where you think I'm wrong.

3 MR. MARTIN: I think another problem, Judge, is
4 final agency action, claim 4, doesn't even yet exist. I
5 take your point that theoretically there is standing, but
6 the fact is that claim 4 depends on final agency action
7 that doesn't yet exist. We don't believe -- when there
8 is prepayment, Judge, assuming that there is, for
9 Golden Eagle II, that's not going to change claim 4
10 because claim 4 is about CARE's concern about other RD
11 properties, and the fact those might get prepaid at some
12 point and that once those other properties might get
13 prepaid at some point in the future suggests that they
14 might get be under restrictive use covenants that might
15 be, in the plaintiffs' view, illegally lifted later after
16 prepayment and imposition of the covenants in the first
17 place.

18 So it is almost like thrice removed on ripeness
19 in our view. We would also point this out, Judge:
20 That's not to say that some day there is a problem with
21 this .662(f) regulation being invoked by RD illegally in
22 the plaintiffs' view -- CARE plaintiffs -- that's going
23 to be a determination by the terms of the rule that
24 would, in our view, be a final agency action that could
25 be brought if and when that ever occurs, but it is not

1 going to be the prepayment on Golden Eagle II, Judge.

2 Just a final point on the regulation. I think
3 it is important for the Court to know that the language
4 that was challenged in violation of ELIHPA, the
5 regulation actually mirrors, and it is actually slightly
6 more restrictive in defendants' favor than the ELIHPA
7 statute itself on this very important.

8 THE COURT: We are getting back to the merits,
9 right?

10 MR. MARTIN: I would say it is really just
11 baseline.

12 THE COURT: Okay.

13 MR. MARTIN: For Your Honor's information,
14 that's 42 U.S.C. 1472(c)(1)(A)(ii). So in our view, when
15 a regulation tracks ELIHPA, pretty much word for word
16 more to the tenants' favor, it may not state it in an
17 appropriate claim, aside from the record, Judge.

18 THE COURT: It is an interesting point. Did
19 you make that specific point in your opening motion?

20 MR. MARTIN: We did not. Thank you, Judge.

21 THE COURT: Thank you.

22 Plaintiffs. Ms. Cassella or Mr. Anders or both
23 of you.

24 Good morning.

25 MS. CASSELLA: Good morning.

1 The contours of this case have certainly
2 changed since the case began, but the housing stability
3 and the preservation of affordable housing for low-income
4 tenants in Tillamook County is still at risk. Tenants
5 still face displacement and cannot afford to move. And
6 despite the fact that the defendant has changed the
7 conclusion of the Civil Rights Impact Analysis, or the
8 CRIA, none of the relief that the plaintiffs have sought
9 in their second amended complaint has been granted.
10 Therefore, the individual plaintiffs are still continuing
11 to seek relief under the third claim, and CARE continues
12 to seek relief claim under all four claims.

13 THE COURT: Tell me a little bit about claim 4,
14 please, including the argument that defendants make that
15 there is no final agency action yet with respect to
16 claim 4.

17 MS. CASSELLA: Sure. Under the fourth claim,
18 CARE's mission continues to be frustrated by RD's
19 regulation, which violated ELIHPA by authorizing the
20 termination of the use restriction.

21 THE COURT: A little more slowly.

22 MS. CASSELLA: Sorry. By authorizing the
23 termination of the use assertion when voucher funding is
24 not available.

25 This was imminently likely to occur at the

1 commencement of the litigation and when standing was
2 established, as Your Honor has noted. Under the
3 voluntary cessation doctrine, the change CRIA conclusion
4 does not moot this claim. These illegal regulations are
5 still being enforced. RD has not made any changes to its
6 regulations, and the presence of two prepayment eligible
7 properties within CARE's service area demonstrates the
8 reasonable expectation that the wrong will be repeated
9 and will again impact CARE.

10 THE COURT: Along those lines, and we're
11 talking primarily about mootness and the voluntary
12 cessation exception, I think the answer to my question
13 may be obvious, but I want to make sure I'm not
14 misunderstanding something. You can confirm for me, as
15 CARE's counsel, will CARE continue to file lawsuits or
16 claims in the future if additional properties do receive
17 prepayment approval under these regulations?

18 MS. CASSELLA: Yes, Your Honor.

19 THE COURT: Okay. I thought it was obvious,
20 but I thought it was safe to put it on the record.

21 You may proceed.

22 MS. CASSELLA: Great. The defendants also have
23 talked about the third claim, which I thought I would
24 spend a moment on. So under the third claim, the
25 individual plaintiffs still face homelessness because of

1 RD's administration of the voucher program. As you
2 noted -- well, in the last 107 days that Golden Eagle II
3 has been on the market, there have been no bona fide
4 offers to purchase the property by a non-profit or public
5 agency.

6 As was noted before, on April 15, the owner is
7 entitled to prepay the RD loan without use restriction.
8 So at that time the individual plaintiffs will become
9 eligible for RD vouchers. We recently learned that RD
10 has run out of voucher funding during this fiscal year,
11 which would prevent the individual plaintiffs from
12 receiving those necessary vouchers.

13 Under all four claims, CARE's mission continues
14 to be frustrated by the defendants' application of
15 illegal regulations and standards. The defendant points
16 to the Golden Eagle II revised conclusion of the CRIA to
17 say that plaintiffs now lack standing. However, as has
18 been noted, RD amended a CRIA conclusion after the
19 initiation of this lawsuit and in response to this
20 lawsuit, so mootness and not standing is the proper
21 doctrine that this Court must use to evaluate the impact
22 of the revised CRIA.

23 As has been noted, specifically the Supreme
24 Court precedent regarding voluntary cessation of alleged
25 illegal conduct places a heavy burden on the defendant to

1 show that there is no reasonable expectation that this
2 wrong will be repeated, and the defendant has not met
3 that burden.

4 So dismissing this case today would set a
5 dangerous precedent. It would allow RD to continue to
6 rely upon these illegal regulations and practices,
7 forcing small, local nonprofits like CARE and low-income
8 tenants nationwide to continue to spend valuable time and
9 resources challenging each and every CRIA that relies
10 upon the challenged regulatory standard.

11 THE COURT: If the regulations are unlawful,
12 why hasn't your statute of limitations challenge expired?

13 MS. CASSELLA: Sure. So the plaintiffs' claims
14 are not barred by statute of limitation because three of
15 the claims challenge RD's regulations as applied, and the
16 fourth claim is a facial challenge to RD's yearly
17 published --

18 THE COURT: Talk to me about the "as applied"
19 challenge. In what way are you challenging them as being
20 applied?

21 MS. CASSELLA: Sure. So the first, second, and
22 fourth claims challenge RD's prepayment regulations, as
23 applied. The Golden Eagle II prepayment process that
24 began in mid-2015 relied upon the challenged regulations.
25 RD approved the Golden Eagle II prepayment, subject to

1 use restrictions in November of 2015. So even though the
2 drafted regulations were drafted several years ago, and
3 although RD first processed prepayment requests many
4 years before that, CARE was first harmed in 2015 when RD
5 applied the regulations to a property within its service
6 area.

7 THE COURT: And so if you're challenging those
8 regulations, as applied in 2015, and if you had standing
9 at the time you challenged them, and it was timely at the
10 time you challenged them, and maybe now things have
11 changed with CRIA II, your position is, well, all right,
12 fine, but that's a mootness analysis. We then turn to
13 the voluntary cessation exception, and for the reasons
14 you've argued it is not moot.

15 MS. CASSELLA: Yes, Your Honor.

16 THE COURT: Okay. I understand.

17 MS. CASSELLA: Okay.

18 THE COURT: You can say anything further you
19 want. I have no more questions at this time.

20 MS. CASSELLA: Great.

21 THE COURT: But I'm not shy.

22 All right. Thank you.

23 Mr. Anders, did you want to say something?

24 MR. ANDERS: No. Just to clarify one thing,
25 Your Honor.

1 THE COURT: Wait. It is funny though. I said,
2 "Do you want to say anything?" You said, "No." Then you
3 say, "One more thing."

4 MR. ANDERS: I want to correct something my
5 colleague mentioned. RD has not fully run out of voucher
6 funding for the current fiscal year. Under the
7 continuing resolution that it has been operating under,
8 it can only spend a portion of the funds that it had last
9 year commensurate with the time and during this period
10 the agency has run out of voucher funding.

11 The other thing is that it is very likely that
12 the agency will also run out of funding by the end of the
13 fiscal year because, at least so far as we have been able
14 to see, Congress has only approved about \$19 million for
15 the voucher program for this fiscal year, and last year
16 the agency spent \$22.4 million for the voucher program,
17 and each year the amount that the agency has spent for
18 the vouchers has increased. So we are estimating that
19 the agency will need probably at least somewhere between
20 \$23 million and \$25 million for the voucher program for
21 this fiscal year, and it would only have \$22 million.

22 THE COURT: Although it may be obvious, I would
23 appreciate it if you would spell it out for the record,
24 what would be the implication of the agency running out
25 of funds for the voucher program.

1 MR. ANDERS: Yes. It means they cannot issue
2 vouchers or renew vouchers to residents who become
3 eligible for vouchers or renew vouchers for people who
4 need renewal of the voucher.

5 I would like to point out, with respect to
6 claim 4, we have argued that RD is improperly issuing
7 vouchers to people who don't need them, and the
8 Government has conceded in its answer to our first
9 complaint that over 50 percent of its funding for the
10 voucher program go to people who are living in
11 developments with use restrictions, and our claim is that
12 those people do not need vouchers unless they move from
13 those developments. So as much as \$10 million or \$11
14 million is being spent by the agency for vouchers that
15 don't need to be issued.

16 THE COURT: Just to make sure I understand the
17 context of what we're talking about, now you're getting
18 to the merits, right? That's okay.

19 MR. ANDERS: I'm talking about the harm or
20 potential harm to the residents.

21 THE COURT: Okay. That's fine. Thank you very
22 much.

23 MR. ANDERS: Thank you.

24 THE COURT: Back to you, Mr. Cox, or
25 Mr. Martin, or both.

1 MR. COX: Thank you, Your Honor.

2 Plaintiffs' counsel pointed out correctly the
3 burden that the Government bears here under the voluntary
4 cessation exception, but the application of it is really
5 the key here. There is a heavy burden for the Government
6 to show that this wrong will not be repeated. It's
7 important, I think, for the Court to realize what is the
8 wrong that occurred here. What is that wrong? The wrong
9 that occurred here is that the Government did an
10 incorrect Civil Rights Impact Analysis. The Government
11 acknowledged that, and the Government went back and did a
12 much more robust, much more thorough Civil Rights Impacts
13 Analysis.

14 THE COURT: Which I give them credit for,
15 although I do want to acknowledge that you only told me
16 you were going to do that after you saw my draft opinion
17 tentatively granting preliminary injunction.

18 MR. COX: That is correct.

19 THE COURT: But I still give you credit for
20 doing that.

21 MR. COX: Your Honor, the Government went back
22 and reached the opposite conclusion in its new Civil
23 Rights Impact Analysis. So that wrong that was the basis
24 for the plaintiffs' injury initially in this case does no
25 longer exist and cannot exist, and the Government's

1 position is that just because the Government did one step
2 wrong in a fairly complex program does not give the
3 plaintiffs at any point thereafter to be able to bring
4 claims about any other aspect of a very long and complex
5 program.

6 The problem that the plaintiffs have is that
7 their first two claims for relief are completely moot.
8 There is no way that the plaintiffs can show any injury
9 from the Civil Rights Impact Analysis that was done on
10 Golden Eagle II.

11 Your Honor, we have been tossing around the
12 term "final agency action" here. Certainly there is a
13 final agency action that will occur on this prepayment
14 application in a few months. There is no question about
15 that. But that doesn't mean that that is a final agency
16 action with respect to the third and fourth claims for
17 relief, which deal with a completely different program, a
18 program for which the plaintiffs are not even eligible to
19 participate in at this point in time.

20 In fact, Your Honor, on that fourth claim for
21 relief, the Government never took a final agency action
22 with respect to the Golden Eagle II property. It never
23 issued use restrictions and then said, "Okay, we're
24 lifting those use restriction." That would be a final
25 agency action on the fourth claim for relief. That

1 didn't even occur at the commencement of this case. It
2 was a different agency action regarding the acceptance of
3 prepayment.

4 And the plaintiffs have really conceded now, by
5 acknowledging that the tenants do not have standing to
6 bring -- the tenants are not bringing that fourth claim
7 for relief, Your Honor, that there is no chance that that
8 regulation is ever going to be applied to Golden Eagle
9 II, because a prepayment here would occur without use
10 restrictions, if it occurs. And so for that reason, that
11 claim for relief clearly has nothing to do with the
12 Golden Eagle II property.

13 Your Honor, with respect to the funding of the
14 vouchers issue, the plaintiffs acknowledge in footnote 7,
15 I believe of their opposition brief, that when there had
16 been funding shortages in the past, the agency has taken
17 steps to ensure that tenants are able to get funding for
18 their vouchers.

19 So, Your Honor, for these reasons the
20 Government's position is that there was a flaw that the
21 agency took at the beginning of this case that created an
22 injury that gave the plaintiffs standing. That flaw has
23 been remedied by a step that can no longer be changed, a
24 settled step. Therefore, the plaintiffs do not have a
25 cognizable injury that would give them any basis to bring

1 any of the claims for relief in their second amended
2 complaint.

3 THE COURT: If you are waiting for a question,
4 you're not going to get one.

5 Thank you, Mr. Cox.

6 Mr. Martin.

7 MR. MARTIN: A few quick points, Judge.

8 THE COURT: Take your time.

9 MR. MARTIN: As Mr. Anders brought up the issue
10 of what he called harm, with reference to claim 3 and
11 that RD is choosing, under their argument, to provide
12 vouchers to residents in prepaid properties, even if
13 there is a restrictive covenant, which they believe is a
14 violation of ELIHPA, I would again, in light of him
15 making out that case for harm, ask Your Honor consider
16 looking at the annual statutory appropriations from
17 Congress, which we believe very plainly instructs RD to
18 make those vouchers available to all residents in
19 properties that are prepaid after 2005. So we would
20 implore you to consider that that alleged harm really is
21 a phantom harm for claim 3 in that RD is doing what it
22 was told to do.

23 Secondly, Judge, if you are considering for any
24 reason -- we don't think it makes sense, and what I have
25 been arguing and Mr. Cox has been arguing, waiting until

1 the prepayment really affects the viability of the
2 claims. But if Your Honor is considering that, we would
3 certainly want to renew our protective order motion
4 against discovery because we believe that even if there
5 were a claim --

6 THE COURT: Nobody is asking me to wait, so I'm
7 not going to wait.

8 MR. MARTIN: Thank you, Judge.

9 THE COURT: Okay. Ms. Cassella or Mr. Anders.

10 MS. CASSELLA: Your Honor, I am going to
11 respond.

12 THE COURT: I'm going to let each side continue
13 to respond to each other until you all get exhausted or
14 you repeat yourselves.

15 MS. CASSELLA: Excellent. So the wrong at
16 issue here is not the changed CRIA conclusion, but the
17 illegal regulations and standards that RD continues to
18 apply. Even though the revised CRIA has a changed
19 conclusion, the amended CRIA -- the CRIA form itself and
20 the analysis and language of the revised CRIA still
21 continue to rely upon disputed and challenged regulations
22 at issue in this case, specifically the disproportionate
23 adverse impact standards that we have been discussing.

24 Second, the defendant continues to ignore CARE
25 and the frustration of its mission that these regulations

1 present. The two prepayment eligible properties within
2 its service area speak to voluntary cessation and
3 mootness doctrine and the likelihood of recurrence,
4 which, again, the defendant still has not met here.

5 As the defendant just mentioned as well,
6 Congress has said that vouchers need to be provided to
7 all residents. That cannot happen if there are no
8 vouchers to provide to residents, so if Golden Eagle II
9 has prepaid for use restrictions, and there are no funds
10 for vouchers, the very low-income individual plaintiffs
11 will face very large rent increases and homelessness.
12 Because RD has run out of voucher funding, this puts
13 their house being stability at risk.

14 Even if voucher funding is available, the
15 individual plaintiffs are very likely to be injured by
16 RD's administration of the vouchers. Currently RD does
17 not allow residents to apply for vouchers until the date
18 of prepayment. Also, RD gives itself 90 days to provide
19 vouchers to residents after the prepayment, but only
20 authorizes retroactive prepayments for a 60-day period.
21 So these gaps have been created by RD and subjects
22 voucher-eligible residents to having to pay the full
23 market rent, which these extremely low-income residents
24 cannot afford. That will affect both the individual
25 plaintiffs as well as CARE that will need to step in and

1 provide emergency rental assistance and resources in that
2 situation.

3 Thank you.

4 THE COURT: Thank you.

5 Anything further in response, either Mr. Cox or
6 Mr. Martin?

7 MR. COX: Your Honor, one point. Your Honor, I
8 want to follow-up on one thing that Mr. Martin mentioned
9 about discovery and go into that a little bit. I'm not
10 repeating what he said. The agency right now has engaged
11 in a very important process, which is monitoring this
12 sale process, and it is very possible, but we can't say
13 what will happen, but it is possible that offers could
14 come in that need to be assessed, that financing might
15 need to be looked at, and the agency has limited
16 resources within the state office to do these things.

17 There is currently no motion for injunctive
18 relief pending right now, and the Government would ask
19 the Court that if for any reason the Court is not
20 inclined to grant defendants' motion, that the Court
21 would consider not moving forward in this case or
22 allowing the agency to focus its limited resources in
23 ensuring that it does the right thing with this process,
24 which very could possibly result in this property staying
25 in the program. We don't know for sure, but it is

1 important that the agency get this right, Your Honor.

2 Thank you.

3 THE COURT: I agree. All right. Let me
4 comment on that, unless Mr. Anders or Ms. Cassella, you
5 have something you want to say.

6 MR. ANDERS: Your Honor, the matter is not
7 going to be resolved on April 15th, even if there is an
8 offer. The purchaser, once the purchaser makes an offer,
9 has 24 months to conclude the offer and the purchase. So
10 we may not know, even if there is an offer, which we
11 suspect may not be at this point, that we will not know
12 the final eligibility questions as far as vouchers until
13 24 months from April 15th.

14 THE COURT: Thank you. Anything else from
15 anyone?

16 All right. Following up on Mr. Cox's point,
17 let me say this: I am not going to rule from the bench.
18 Justiciable issues are, as we have discussed, nuanced,
19 difficult, and interesting in my opinion. I don't know
20 whether that's good or bad news to you, but I find them
21 interesting.

22 I've spent some time on this case already. I'm
23 going to spend a little bit more time, and I'll try to
24 get you a final decision fairly soon. I'm not going to
25 wait until April 15th. Since no one is asking me to

1 wait, I am not going to. I will get you decision. If I
2 do find that the case is not currently justiciable, well,
3 then that will be the end of it, and the plaintiffs can
4 appeal. If I do find that the case is justiciable, then
5 I would encourage the parties, consistent with what
6 Mr. Cox just said, to confer with each other regarding an
7 appropriate schedule. As long as both sides agree, I
8 will give both sides the deference that would be
9 appropriate, if you agree on an appropriate schedule and
10 how to proceed going forward, whether it be on discovery
11 issues or, more importantly, on an evaluation of the
12 merits when we get to the merits.

13 So if I decide the case is justiciable at this
14 time, I encourage the parties to confer with each other
15 meaningfully and see if you can stipulate to an
16 appropriate schedule. If you can't, that's fine. Then
17 send me each of your separate proposals of what you would
18 each recommend and get on the telephone and talk about
19 that. Again, if you all agree on an appropriate
20 proposal, you will not get any push-back from me if there
21 is an agreement.

22 That said, let me also suggest this, because I
23 really don't want to get into the merits right now. I
24 appreciate some of the background that the defendants are
25 providing and the responses from the plaintiffs. And if

1 and when we get to the merits, there will be very
2 interesting and important issues that we will have to
3 analyze.

4 We have right now in this courtroom very
5 sophisticated and understanding counsel and clients who
6 understand the merits of the respective arguments,
7 frankly, at this stage much better than I do. I'm going
8 to leave the bench in a few minutes, taking this pending
9 motion to dismiss under advisement. But I encourage both
10 sides to use this opportunity, now that you are all here
11 together, and I understand that Ms. Cassella and
12 Mr. Anders are up from San Francisco. We have clients
13 here with their capable counsel, Mr. Cox and Mr. Martin.
14 Maybe the six of you should spend some time, if you
15 want -- we will give you a room here, although the
16 U.S. Attorney's Office is in the building -- maybe the
17 six of you should have a little bit of a discussion right
18 now either about the merits and make sure you each
19 understand the respective positions, I guess as you
20 probably do, but also explore are there other things that
21 the parties can reach agreement on to resolve this
22 dispute.

23 If you can, fine. And if you can't, well,
24 that's what courts are for. We are here to resolve
25 disputes that are justiciable, of course. But I do urge

1 you to think about taking this opportunity, since all six
2 of you are here together at this time.

3 Enough said on that. I will take the pending
4 motion under advisement, and I appreciate the fine
5 briefing on both sides and the fine oral advocacy on both
6 sides.

7 The motion is under advisement.

8 Thank you.

9 (End of proceedings.)

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

--oOo--

I certify, by signing below, that the foregoing
is a correct transcript of the record of proceedings in
the above-entitled cause. A transcript without an
original signature, conformed signature, or digitally
signed signature is not certified.

/s/ Dennis W. Apodaca
DENNIS W. APODACA, RDR, RMR, FCRR, CRR
Official Court Reporter

March 13, 2018
DATE

MR. ANDERS: [7] 3/12 26/23 27/3 27/25 28/18 28/22 36/5	503 [1] 2/25	33/13 34/7 36/3 36/16 37/19 38/10 39/1
MR. COX: [20] 3/14 4/3 5/2 5/19 6/2 7/15 8/12 9/2 9/13 9/19 9/21 10/4 10/21 11/1 11/15 11/24 28/25 29/17 29/20 35/6	6	allege [1] 13/12
MR. MARTIN: [23] 3/17 12/3 13/3 13/19 14/5 15/3 15/20 16/13 16/19 17/6 17/13 17/20 18/9 18/22 18/25 19/16 20/2 21/9 21/12 21/19 32/6 32/8 33/7	60-day [1] 34/20	alleged [2] 24/24 32/20
MS. CASSELLA: [13] 3/8 21/24 22/16 22/21 23/17 23/21 25/12 25/20 26/14 26/16 26/19 33/9 33/14	600 [1] 2/8	alleging [1] 18/13
THE CLERK: [1] 3/3	7	allow [3] 16/3 25/5 34/17
THE COURT: [61]	7 C.F.R [1] 19/7	allowing [2] 13/12 35/22
\$	703 [1] 2/4	almost [1] 20/18
\$10 [1] 28/13	8	Along [1] 23/10
\$11 [1] 28/13	8182 [1] 2/25	already [1] 36/22
\$19 [1] 27/14	9	also [7] 3/13 20/19 23/22 27/12 34/18 37/22 38/20
\$19 million [1] 27/14	90 [1] 34/18	although [7] 9/12 12/25 14/15 26/3 27/22 29/15 38/15
\$22 [1] 27/21	94103 [1] 2/4	am [6] 5/19 12/6 15/3 33/10 36/17 37/1
\$22 million [1] 27/21	97204 [2] 2/9 2/24	amended [11] 4/1 4/6 4/20 10/7 10/8 12/8 14/14 22/9 24/18 32/1 33/19
\$22.4 [1] 27/16	A	amount [1] 27/17
\$22.4 million [1] 27/16	able [3] 27/13 30/3 31/17	analysis [13] 4/22 5/12 8/5 10/11 10/15 18/9 22/7 26/12 29/10 29/13 29/23 30/9 33/20
\$23 [1] 27/20	about [30] 6/1 6/23 7/18 8/10 8/14 10/10 11/3 11/6 11/10 11/12 13/2 15/12 17/9 18/13 19/22 20/10 20/10 22/13 23/11 23/23 25/18 27/14 28/17 28/19 30/4 30/14 35/9 37/18 38/18 39/1	analyze [1] 38/3
\$25 [1] 27/20	above [1] 40/7	analyzed [1] 7/11
\$25 million [1] 27/20	above-entitled [1] 40/7	and/or [1] 18/6
-	Absolutely [1] 17/17	Anders [7] 2/2 21/22 26/23 32/9 33/9 36/4 38/12
--oOo [1] 40/3	accept [4] 7/22 7/24 8/16 10/16	Andrews [1] 3/13
.	acceptance [4] 16/15 16/21 17/10 31/2	announcement [1] 12/21
.662 [1] 20/21	accepted [1] 11/5	annual [2] 12/20 32/16
/	accepting [3] 9/25 10/13 18/11	another [1] 20/3
/s [1] 40/10	accepts [1] 11/8	answer [3] 18/18 23/12 28/8
1	acknowledge [3] 16/15 29/15 31/14	any [14] 4/12 4/14 8/9 12/15 17/19 23/5 30/3 30/4 30/8 31/25 32/1 32/23 35/19 37/20
1000 [2] 2/8 2/24	acknowledged [1] 29/11	anyone [1] 36/15
107 [1] 14/17	acknowledging [1] 31/5	anything [5] 11/20 26/18 27/2 35/5 36/14
12 [1] 14/17	action [30] 5/6 5/7 5/8 7/23 8/20 12/10 12/23 14/22 15/14 16/12 16/19 16/21 17/6 17/12 17/20 17/22 18/9 18/12 18/16 19/14 20/4 20/6 20/24 22/15 30/12 30/13 30/16 30/21 30/25 31/2	APA [2] 11/1 13/11
13 [1] 40/10	actual [2] 14/6 16/22	apartment [1] 14/10
1472 [1] 21/14	actually [4] 11/22 17/7 21/5 21/5	Apodaca [3] 2/23 40/10 40/11
15 [1] 24/6	additional [4] 4/3 17/4 17/9 23/16	appeal [2] 9/8 37/4
15th [6] 9/17 16/11 17/5 36/7 36/13 36/25	address [2] 12/5 15/18	appeals [1] 9/10
16 [1] 14/20	addressing [2] 4/19 4/22	APPEARANCES [1] 2/1
16-2116-SI [1] 3/5	adjudication [1] 6/18	appearing [1] 3/16
16th [4] 9/18 9/20 17/5 17/22	administered [1] 14/12	application [11] 7/22 8/17 9/8 9/25 10/14 10/16 11/8 16/7 24/14 29/4 30/14
17th [2] 9/15 9/16	administration [2] 24/1 34/16	applied [11] 13/1 13/2 13/8 16/5 25/15 25/18 25/20 25/23 26/5 26/8 31/8
180-day [2] 9/13 16/2	administrative [1] 18/17	apply [9] 7/7 7/10 7/17 8/9 9/4 9/10 18/3 33/18 34/17
1980 [1] 6/9	advantage [1] 9/8	applying [1] 11/1
2	adverse [1] 33/23	appreciate [3] 27/23 37/24 39/4
2000 [1] 2/4	advisement [3] 38/9 39/4 39/7	appropriate [7] 12/18 21/17 37/7 37/9 37/9 37/16 37/19
2005 [1] 32/19	advocacy [1] 39/5	appropriations [1] 32/16
2008 [1] 12/22	affect [2] 18/10 34/24	approval [1] 23/17
2015 [4] 25/24 26/1 26/4 26/8	affects [3] 18/8 18/12 33/1	approved [2] 25/25 27/14
2017 [1] 9/16	afford [2] 22/5 34/24	April [13] 9/14 9/17 9/20 11/13 16/11 16/18 17/5 17/5 17/22 24/6 36/7 36/13 36/25
2018 [4] 1/6 3/1 9/17 40/10	affordable [1] 22/3	April 15 [1] 24/6
24 [2] 36/9 36/13	after [10] 11/13 15/19 17/24 18/15 18/19 20/15 24/18 29/16 32/19 34/19	April 15th [5] 16/11 17/5 36/7 36/13 36/25
3	again [4] 23/9 32/14 34/4 37/19	April 15th of [1] 9/14
301 [1] 2/24	against [2] 10/7 33/4	April 15th to [1] 11/13
326-8182 [1] 2/25	agency [55]	April 15th whether [1] 16/18
3560.659 [1] 19/7	agency's [5] 8/16 8/20 9/7 10/7 10/10	April 16th [3] 9/20 17/5 17/22
3:16-cv-02116-SI [1] 1/5	ago [1] 26/2	arbitrary [2] 13/11 14/25
4	agree [7] 5/5 5/20 7/16 36/3 37/7 37/9 37/19	are [52]
42 [1] 21/14	agreement [2] 37/21 38/21	area [4] 7/8 23/7 26/6 34/2
5	agrees [1] 8/13	aren't [3] 5/7 12/25 13/19
50 percent [1] 28/9	ahead [2] 9/16 15/17	argue [2] 8/6 14/18
	al [4] 1/4 1/7 3/6 3/6	argued [2] 26/14 28/6
	all [20] 3/16 3/25 6/6 6/16 7/5 11/12 14/9 18/25 22/12 24/13 26/11 26/22 32/18	arguing [3] 8/6 32/25 32/25
		argument [11] 3/5 4/3 4/18 6/1 13/24 14/2 14/20 15/6 15/22 22/14 32/11

<p>A</p> <p>arguments [4] 4/15 14/17 14/24 38/6</p> <p>Arizonans [1] 6/11</p> <p>around [1] 30/11</p> <p>Article [1] 6/17</p> <p>as [41]</p> <p>aside [1] 21/17</p> <p>ask [4] 9/12 11/11 32/15 35/18</p> <p>asking [2] 33/6 36/25</p> <p>aspect [1] 30/4</p> <p>assertion [1] 22/23</p> <p>assessed [3] 5/6 7/1 35/14</p> <p>assistance [4] 4/9 8/1 13/22 35/1</p> <p>Assistant [1] 3/19</p> <p>assume [2] 16/10 17/4</p> <p>assuming [1] 20/8</p> <p>attorney [1] 3/19</p> <p>Attorney's [3] 2/8 3/16 38/16</p> <p>authority [2] 7/14 14/11</p> <p>authorization [1] 13/22</p> <p>authorizes [1] 34/20</p> <p>authorizing [2] 22/19 22/22</p> <p>available [3] 22/24 32/18 34/14</p> <p>Avenue [2] 2/8 2/24</p> <p>aware [1] 19/4</p> <p>awareness [1] 15/7</p>	<p>briefed [1] 19/8</p> <p>briefing [6] 12/9 12/12 12/13 13/3 15/3 39/5</p> <p>briefs [1] 15/20</p> <p>bring [4] 15/6 30/3 31/6 31/25</p> <p>bringing [1] 31/6</p> <p>brought [3] 19/3 20/25 32/9</p> <p>building [1] 38/16</p> <p>buildings [1] 13/13</p> <p>burden [4] 24/25 25/3 29/3 29/5</p> <p>button [1] 12/17</p> <p>buy [2] 10/17 10/19</p>	<p>come [2] 11/7 35/14</p> <p>commenced [1] 5/2</p> <p>commencement [9] 5/6 5/7 6/20 7/1 14/1 19/14 19/23 23/1 31/1</p> <p>commensurate [1] 27/9</p> <p>comment [1] 36/4</p> <p>Commission [1] 6/10</p> <p>complaint [13] 4/1 4/6 4/21 7/21 8/15 10/7 10/9 11/18 12/8 14/14 22/9 28/9 32/2</p> <p>completely [3] 10/16 30/7 30/17</p> <p>complex [3] 14/10 30/2 30/4</p> <p>conceded [2] 28/8 31/4</p> <p>concern [4] 12/9 13/9 15/22 20/10</p> <p>conclude [1] 36/9</p> <p>conclusion [7] 22/7 23/3 24/16 24/18 29/22 33/16 33/19</p> <p>conduct [3] 10/10 18/15 24/25</p> <p>confer [3] 4/10 37/6 37/14</p> <p>confirm [1] 23/14</p> <p>conformed [1] 40/8</p> <p>confused [1] 6/15</p> <p>Congress [9] 13/15 13/16 14/8 14/8 14/12 15/9 27/14 32/17 34/6</p> <p>conjecture [1] 16/8</p> <p>connection [3] 6/24 7/5 8/3</p> <p>consider [3] 32/15 32/20 35/21</p> <p>considered [1] 17/12</p> <p>considering [2] 32/23 33/2</p> <p>consistent [1] 37/5</p> <p>consisting [1] 14/17</p> <p>constitutional [1] 6/18</p> <p>contend [2] 10/24 11/2</p> <p>context [1] 28/17</p> <p>contingencies [2] 15/25 17/24</p> <p>continue [7] 6/20 8/25 23/15 25/5 25/8 33/12 33/21</p> <p>continues [5] 22/11 22/18 24/13 33/17 33/24</p> <p>continuing [3] 17/1 22/10 27/7</p> <p>contours [1] 22/1</p> <p>controversy [1] 15/24</p> <p>correct [4] 15/4 27/4 29/18 40/6</p> <p>correctly [1] 29/2</p> <p>could [5] 9/9 9/11 20/24 35/13 35/24</p> <p>counsel [8] 3/7 3/20 3/23 4/6 23/15 29/2 38/5 38/13</p> <p>County [1] 22/4</p> <p>courage [1] 38/9</p> <p>course [2] 4/25 38/25</p> <p>court [19] 1/1 1/14 2/23 3/3 3/7 6/9 6/11 6/12 7/14 8/4 19/4 21/3 24/21 24/24 29/7 35/19 35/19 35/20 40/11</p> <p>Courthouse [1] 2/23</p> <p>courtroom [1] 38/4</p> <p>courts [1] 38/24</p> <p>covenant [3] 13/14 19/6 32/13</p> <p>covenants [2] 20/14 20/16</p> <p>Cox [9] 2/7 3/15 12/6 28/24 32/5 32/25 35/5 37/6 38/13</p> <p>Cox's [1] 36/16</p> <p>created [3] 7/24 31/21 34/21</p> <p>credit [2] 29/14 29/19</p> <p>CRIA [12] 22/8 23/3 24/16 24/18 24/22 25/9 26/11 33/16 33/18 33/19 33/19 33/20</p> <p>CRR [2] 2/23 40/11</p> <p>culmination [1] 12/14</p> <p>current [2] 9/15 27/6</p> <p>currently [3] 34/16 35/17 37/2</p> <p>cv [1] 1/5</p>
<p>B</p> <p>back [6] 6/16 21/8 28/24 29/11 29/21 37/20</p> <p>background [1] 37/24</p> <p>bad [1] 36/20</p> <p>barred [2] 14/19 25/14</p> <p>based [2] 8/16 15/23</p> <p>baseline [1] 21/11</p> <p>basically [4] 6/6 8/2 12/20 13/6</p> <p>basis [4] 8/18 12/18 29/23 31/25</p> <p>be [53]</p> <p>bears [1] 29/3</p> <p>because [36] 5/10 7/14 8/7 8/20 9/10 10/1 10/14 11/17 12/16 12/20 13/15 13/21 13/25 14/19 14/21 14/25 15/8 15/9 16/12 17/8 17/17 17/24 18/12 18/19 19/4 19/13 19/23 20/10 23/25 25/14 27/13 30/1 31/9 33/4 34/12 37/22</p> <p>become [5] 5/12 14/2 19/15 24/8 28/2</p> <p>becoming [1] 8/1</p> <p>been [17] 9/19 13/8 17/5 22/9 24/3 24/3 24/18 24/23 27/7 27/13 30/11 31/16 31/23 32/25 32/25 33/23 34/21</p> <p>before [5] 1/13 11/9 11/22 24/6 26/4</p> <p>began [3] 9/14 22/2 25/24</p> <p>begin [1] 5/25</p> <p>beginning [4] 3/7 8/23 20/1 31/21</p> <p>behalf [3] 3/11 3/13 3/16</p> <p>being [7] 17/22 18/6 20/21 23/5 25/19 28/14 34/13</p> <p>belabor [1] 12/12</p> <p>believe [10] 12/7 12/22 15/8 16/8 19/9 20/7 31/15 32/13 32/17 33/4</p> <p>below [1] 40/5</p> <p>bench [2] 36/17 38/8</p> <p>benefit [3] 7/25 10/21 17/1</p> <p>better [2] 11/14 38/7</p> <p>between [1] 27/19</p> <p>bit [7] 6/12 6/14 6/15 22/13 35/9 36/23 38/17</p> <p>bona [3] 9/23 16/2 24/3</p> <p>borrower [3] 7/23 9/5 10/1</p> <p>both [9] 15/19 21/22 28/25 34/24 37/7 37/8 38/9 39/5 39/5</p> <p>brief [1] 31/15</p>	<p>C</p> <p>C.F.R [1] 19/7</p> <p>CA [1] 2/4</p> <p>called [1] 32/10</p> <p>can [13] 7/9 7/12 11/5 12/2 23/14 26/18 27/8 30/8 31/23 37/3 37/15 38/21 38/23</p> <p>can't [5] 13/14 15/16 35/12 37/16 38/23</p> <p>cannot [5] 22/5 28/1 29/25 34/7 34/24</p> <p>capable [1] 38/13</p> <p>capricious [2] 13/11 15/1</p> <p>CARE [12] 10/4 19/3 19/7 19/10 20/22 22/11 23/9 23/15 25/7 26/4 33/24 34/25</p> <p>CARE's [5] 20/10 22/18 23/7 23/15 24/13</p> <p>case [24] 3/5 5/14 6/9 7/9 7/18 8/24 9/6 11/14 13/5 15/24 19/9 22/1 22/2 25/4 29/24 31/1 31/21 32/15 33/22 35/21 36/22 37/2 37/4 37/13</p> <p>cases [3] 5/15 5/16 7/15</p> <p>Cassella [6] 2/3 3/10 21/22 33/9 36/4 38/11</p> <p>causal [3] 6/24 7/4 8/3</p> <p>causation [1] 7/4</p> <p>cause [1] 40/7</p> <p>ceased [1] 8/21</p> <p>certainly [4] 9/10 22/1 30/12 33/3</p> <p>certified [1] 40/9</p> <p>certify [1] 40/5</p> <p>cessation [11] 7/9 7/10 8/11 9/1 9/9 23/3 23/12 24/24 26/13 29/4 34/2</p> <p>challenge [8] 9/7 13/2 13/3 25/12 25/15 25/16 25/19 25/22</p> <p>challenged [6] 21/4 25/10 25/24 26/9 26/10 33/21</p> <p>challenging [3] 25/9 25/19 26/7</p> <p>chance [1] 31/7</p> <p>change [2] 20/9 23/3</p> <p>changed [8] 8/5 12/21 22/2 22/6 26/11 31/23 33/16 33/18</p> <p>changes [1] 23/5</p> <p>choosing [1] 32/11</p> <p>chose [1] 9/6</p> <p>circumstances [1] 18/20</p> <p>civil [9] 3/5 4/21 10/11 10/14 22/7 29/10 29/12 29/22 30/9</p> <p>claim [44]</p> <p>claim 4 [1] 22/16</p> <p>claims [32] 4/11 4/13 4/14 4/16 4/20 4/21 4/23 5/4 5/23 7/20 10/6 10/8 10/10 11/3 11/5 11/6 11/7 11/17 12/6 14/18 14/21 22/12 23/16 24/13 25/13 25/15 25/22 30/4 30/7 30/16 32/1 33/2</p> <p>clarification [1] 5/21</p> <p>clarified [1] 19/2</p> <p>clarify [2] 17/8 26/24</p> <p>clear [1] 4/5</p> <p>clearly [1] 31/11</p> <p>clients [2] 38/5 38/12</p> <p>Cochran [1] 3/20</p> <p>cognizable [2] 13/10 31/25</p> <p>colleague [1] 27/5</p>	<p>D</p> <p>dangerous [1] 25/5</p> <p>date [3] 17/23 34/17 40/11</p>

<p>D</p> <p>day [4] 9/13 16/2 20/20 34/20</p> <p>days [3] 6/6 24/2 34/18</p> <p>DBSI [1] 19/9</p> <p>deal [4] 4/21 4/24 12/6 30/17</p> <p>debate [1] 8/11</p> <p>decide [2] 11/14 37/13</p> <p>decision [14] 7/21 7/22 7/24 8/5 8/8 8/16 8/18 9/4 10/12 11/22 12/14 17/20 36/24 37/1</p> <p>defendant [7] 22/6 24/15 24/25 25/2 33/24 34/4 34/5</p> <p>defendants [8] 1/8 2/7 3/17 3/19 4/15 22/14 23/22 37/24</p> <p>defendants' [5] 3/25 4/3 21/6 24/14 35/20</p> <p>deference [1] 37/8</p> <p>demonstrates [1] 23/7</p> <p>Dennis [3] 2/23 40/10 40/11</p> <p>depend [2] 16/23 18/14</p> <p>depends [3] 5/22 15/25 20/6</p> <p>describes [1] 6/15</p> <p>despite [1] 22/6</p> <p>detail [1] 11/6</p> <p>determination [1] 20/23</p> <p>determined [2] 19/23 19/25</p> <p>determines [1] 9/23</p> <p>developing [1] 18/20</p> <p>development [2] 4/8 5/10</p> <p>developments [2] 28/11 28/13</p> <p>did [10] 5/1 5/25 14/5 15/6 21/18 21/20 26/23 29/9 29/11 30/1</p> <p>didn't [1] 31/1</p> <p>differ [1] 4/16</p> <p>different [7] 7/7 8/7 10/17 11/9 12/16 30/17 31/2</p> <p>differently [2] 6/16 13/1</p> <p>difficult [1] 36/19</p> <p>digitally [1] 40/8</p> <p>director [1] 3/21</p> <p>disagreements [1] 4/7</p> <p>discovery [3] 33/4 35/9 37/10</p> <p>discussed [1] 36/18</p> <p>discussing [1] 33/23</p> <p>discussion [2] 15/18 38/17</p> <p>dismiss [4] 4/1 14/16 14/16 38/9</p> <p>dismissed [2] 14/18 14/21</p> <p>dismissing [1] 25/4</p> <p>displacement [1] 22/5</p> <p>disproportionate [1] 33/22</p> <p>dispute [2] 16/23 38/22</p> <p>disputed [1] 33/21</p> <p>disputes [1] 38/25</p> <p>DISTRICT [4] 1/1 1/2 1/14 2/23</p> <p>do [29] 4/17 7/13 7/16 8/23 11/2 11/17 13/17 14/8 14/11 15/10 15/11 16/12 16/13 19/25 23/16 27/2 28/12 29/15 29/16 31/5 31/11 31/24 32/22 35/16 37/2 37/4 38/7 38/20 38/25</p> <p>doctrine [7] 5/15 5/16 5/24 7/11 23/3 24/21 34/3</p> <p>does [11] 6/23 7/10 8/25 9/3 9/13 10/13 23/4 29/24 30/2 34/16 35/23</p> <p>doesn't [10] 5/11 7/10 12/15 13/7 15/5 17/19 18/10 20/4 20/7 30/15</p> <p>doing [4] 13/16 15/9 29/20 32/21</p> <p>don't [20] 5/15 7/7 10/24 12/12 13/20 14/15 15/2 15/11 15/21 16/17 18/8 18/23 19/24 20/7 28/7 28/15 32/24 35/25 36/19 37/23</p> <p>done [3] 5/8 11/20 30/9</p> <p>draft [1] 29/16</p> <p>drafted [2] 26/2 26/2</p>	<p>during [5] 5/11 10/1 16/2 24/10 27/9</p> <p>E</p> <p>each [10] 5/22 25/9 27/17 33/12 33/13 37/6 37/14 37/17 37/18 38/18</p> <p>Eagle [12] 19/5 20/9 21/1 24/2 24/16 25/23 25/25 30/10 30/22 31/8 31/12 34/8</p> <p>earlier [1] 12/8</p> <p>effect [1] 8/21</p> <p>either [5] 13/25 14/2 16/6 35/5 38/18</p> <p>elect [1] 9/6</p> <p>eligibility [1] 36/12</p> <p>eligible [7] 14/9 23/6 24/9 28/3 30/18 34/1 34/22</p> <p>ELIHPA [5] 21/4 21/6 21/15 22/19 32/14</p> <p>else [1] 36/14</p> <p>emergency [1] 35/1</p> <p>encourage [2] 37/5 37/14</p> <p>end [4] 17/1 27/12 37/3 39/9</p> <p>enforced [1] 23/5</p> <p>engaged [1] 35/10</p> <p>enough [2] 4/10 39/3</p> <p>ensure [1] 31/17</p> <p>ensuring [1] 35/23</p> <p>entitled [2] 24/7 40/7</p> <p>essentially [2] 8/21 15/24</p> <p>established [1] 23/2</p> <p>establishes [1] 19/9</p> <p>estimating [1] 27/18</p> <p>et [4] 1/4 1/7 3/6 3/6</p> <p>et al [1] 3/6</p> <p>evaluate [3] 7/6 7/9 24/21</p> <p>evaluation [1] 37/11</p> <p>even [19] 11/3 11/7 11/7 11/18 12/22 13/9 13/13 16/21 19/20 20/4 26/1 30/18 31/1 32/12 33/4 33/18 34/14 36/7 36/10</p> <p>ever [2] 20/25 31/8</p> <p>every [1] 25/9</p> <p>exactly [2] 14/7 14/10</p> <p>Excellent [1] 33/15</p> <p>Except [1] 13/4</p> <p>exception [6] 9/2 9/3 9/9 23/12 26/13 29/4</p> <p>exceptions [4] 5/18 6/23 7/7 8/9</p> <p>exhausted [1] 33/13</p> <p>exist [5] 6/19 20/4 20/7 29/25 29/25</p> <p>existed [2] 8/14 11/9</p> <p>existence [2] 6/21 7/4</p> <p>exists [1] 8/17</p> <p>expectation [2] 23/8 25/1</p> <p>expire [2] 9/13 16/25</p> <p>expired [1] 25/12</p> <p>expires [1] 9/17</p> <p>explained [1] 12/19</p> <p>explore [1] 38/20</p> <p>extremely [1] 34/23</p> <p>F</p> <p>face [4] 14/3 22/5 23/25 34/11</p> <p>facial [2] 13/3 25/16</p> <p>fact [5] 18/19 20/6 20/11 22/6 30/20</p> <p>factors [1] 16/23</p> <p>facts [1] 18/15</p> <p>fail [1] 14/25</p> <p>fair [1] 18/7</p> <p>fairly [2] 30/2 36/24</p> <p>familiar [1] 7/19</p> <p>family [1] 3/21</p> <p>far [2] 27/13 36/12</p> <p>fault [1] 11/12</p> <p>favor [4] 10/12 11/23 21/6 21/16</p> <p>FCRR [2] 2/23 40/11</p> <p>February [2] 1/6 3/1</p>	<p>few [3] 30/14 32/7 38/8</p> <p>fide [3] 9/23 16/2 24/3</p> <p>file [2] 9/18 23/15</p> <p>filing [2] 7/21 8/15</p> <p>final [28] 7/23 12/10 12/23 14/22 14/23 15/13 16/12 16/18 16/20 17/5 17/12 17/20 17/22 18/8 18/11 18/15 20/4 20/6 20/24 21/2 22/15 30/12 30/13 30/15 30/21 30/24 36/12 36/24</p> <p>financing [1] 35/14</p> <p>find [3] 36/20 37/2 37/4</p> <p>finding [1] 10/15</p> <p>findings [1] 9/7</p> <p>fine [11] 4/25 7/5 19/16 19/19 19/21 26/12 28/21 37/16 38/23 39/4 39/5</p> <p>first [9] 4/19 6/5 14/18 20/16 25/21 26/3 26/4 28/8 30/7</p> <p>fiscal [5] 24/10 27/6 27/13 27/15 27/21</p> <p>flaw [2] 31/20 31/22</p> <p>flaws [2] 4/19 4/22</p> <p>flip [1] 19/24</p> <p>focus [1] 35/22</p> <p>follow [1] 35/8</p> <p>follow-up [1] 35/8</p> <p>followed [1] 6/11</p> <p>following [4] 13/16 14/17 17/3 36/16</p> <p>footnote [1] 31/14</p> <p>forcing [1] 25/7</p> <p>foregoing [1] 40/5</p> <p>form [2] 5/22 33/19</p> <p>forms [2] 18/1 18/2</p> <p>forward [3] 4/2 35/21 37/10</p> <p>four [2] 22/12 24/13</p> <p>fourth [9] 4/23 14/18 22/17 25/16 25/22 30/16 30/20 30/25 31/6</p> <p>Francisco [2] 2/4 38/12</p> <p>frankly [1] 38/7</p> <p>frustrated [2] 22/18 24/14</p> <p>frustration [1] 33/25</p> <p>fuel [1] 12/23</p> <p>full [2] 7/2 34/22</p> <p>fully [1] 27/5</p> <p>funding [12] 16/6 22/23 24/10 27/6 27/10 27/12 28/9 31/13 31/16 31/17 34/12 34/14</p> <p>funds [3] 27/8 27/25 34/9</p> <p>funny [1] 27/1</p> <p>further [3] 13/9 26/18 35/5</p> <p>future [7] 15/23 16/1 16/9 17/23 18/11 20/13 23/16</p> <p>G</p> <p>gaps [1] 34/21</p> <p>gave [4] 7/18 8/2 8/22 31/22</p> <p>General [1] 3/23</p> <p>Geraghty [1] 6/10</p> <p>get [17] 13/13 15/1 15/18 20/11 20/12 20/14 31/17 32/4 33/13 36/1 36/24 37/1 37/12 37/18 37/20 37/23 38/1</p> <p>getting [4] 13/18 15/2 21/8 28/17</p> <p>Gideon [2] 2/2 3/13</p> <p>give [8] 7/13 9/24 29/14 29/19 30/2 31/25 37/8 38/15</p> <p>gives [1] 34/18</p> <p>go [4] 9/16 15/17 28/10 35/9</p> <p>goes [1] 6/16</p> <p>going [30] 6/1 7/13 9/25 12/6 13/14 15/14 16/23 16/24 16/25 18/14 18/18 18/19 19/12 19/13 20/9 20/22 21/1 29/16 31/8 32/4 33/7 33/10 33/12 36/7 36/17 36/23 36/24 37/1 37/10 38/7</p> <p>Golden [12] 19/5 20/9 21/1 24/2 24/16 25/23 25/25 30/10 30/22 31/8 31/12 34/8</p> <p>Golden Eagle [1] 20/9</p>
--	--	--

<p>G</p> <p>good [6] 3/9 3/12 3/18 21/24 21/25 36/20</p> <p>Government [13] 4/18 5/24 8/13 28/8 29/3 29/5 29/9 29/10 29/11 29/21 30/1 30/21 35/18</p> <p>Government's [2] 29/25 31/20</p> <p>grant [2] 4/14 35/20</p> <p>granted [1] 22/9</p> <p>granting [1] 29/17</p> <p>Great [2] 23/22 26/20</p> <p>guess [1] 38/19</p>	<p>implementing [1] 10/25</p> <p>implication [1] 27/24</p> <p>implore [1] 32/20</p> <p>important [6] 21/3 21/7 29/7 35/11 36/1 38/2</p> <p>importantly [2] 5/17 37/11</p> <p>imposition [1] 20/16</p> <p>improper [1] 11/16</p> <p>improperly [2] 10/10 28/6</p> <p>inappropriate [1] 12/23</p> <p>inclined [1] 35/20</p> <p>including [2] 7/8 22/14</p> <p>income [4] 22/3 25/7 34/10 34/23</p> <p>incorrect [2] 11/20 29/10</p> <p>increased [1] 27/18</p> <p>increases [1] 34/11</p> <p>indicated [1] 12/6</p> <p>indication [1] 11/19</p> <p>individual [7] 22/10 23/25 24/8 24/11 34/10 34/15 34/24</p> <p>information [1] 21/13</p> <p>initially [1] 29/24</p> <p>initiation [1] 24/19</p> <p>injunction [1] 29/17</p> <p>injunctive [1] 35/17</p> <p>injured [1] 34/15</p> <p>injury [15] 4/13 5/10 6/24 7/4 7/25 8/3 8/14 8/16 11/9 11/9 18/4 29/24 30/8 31/22 31/25</p> <p>instead [2] 5/16 12/16</p> <p>instructed [1] 15/9</p> <p>instructs [1] 32/17</p> <p>interest [1] 6/19</p> <p>interested [1] 8/10</p> <p>interesting [5] 18/7 21/18 36/19 36/21 38/2</p> <p>interpreting [1] 10/25</p> <p>invalid [1] 11/1</p> <p>invoked [1] 20/21</p> <p>is [178]</p> <p>isn't [5] 5/5 10/20 16/20 17/13 18/18</p> <p>issue [8] 4/8 16/22 19/21 28/1 31/14 32/9 33/16 33/22</p> <p>issued [2] 28/15 30/23</p> <p>issues [4] 15/19 36/18 37/11 38/2</p> <p>issuing [1] 28/6</p> <p>it [87]</p> <p>it is [1] 17/15</p> <p>it's [6] 10/14 13/21 14/10 16/11 17/13 29/6</p> <p>its [12] 6/21 6/22 14/3 17/1 23/5 26/5 28/8 28/9 29/22 33/25 34/2 35/22</p> <p>itself [4] 9/11 21/7 33/19 34/18</p>	<p>Kohm [1] 3/22</p> <p>L</p> <p>lack [4] 12/10 14/19 14/22 24/17</p> <p>laid [1] 15/5</p> <p>Laidlaw [4] 6/5 6/14 6/15 7/15</p> <p>language [5] 6/10 6/12 13/22 21/3 33/20</p> <p>large [1] 34/11</p> <p>largely [1] 4/24</p> <p>last [3] 24/2 27/8 27/15</p> <p>later [3] 6/13 18/5 20/15</p> <p>law [4] 2/3 6/17 13/5 14/13</p> <p>lawsuit [3] 5/2 24/19 24/20</p> <p>lawsuits [1] 23/15</p> <p>learned [1] 24/9</p> <p>lease [1] 17/1</p> <p>leases [1] 16/24</p> <p>least [4] 8/6 17/9 27/13 27/19</p> <p>leave [1] 38/8</p> <p>leaves [1] 19/7</p> <p>legal [1] 12/15</p> <p>let [6] 9/12 11/11 33/12 36/3 36/17 37/22</p> <p>lifted [1] 20/15</p> <p>lifting [1] 30/24</p> <p>light [1] 32/14</p> <p>like [5] 4/18 17/23 20/18 25/7 28/5</p> <p>likelihood [1] 34/3</p> <p>likely [3] 22/25 27/11 34/15</p> <p>LILY [1] 1/4</p> <p>limitation [1] 25/14</p> <p>limitations [6] 12/24 13/1 13/8 14/4 15/13 25/12</p> <p>limited [2] 35/15 35/22</p> <p>linear [1] 15/12</p> <p>lines [1] 23/10</p> <p>listen [2] 19/16 19/20</p> <p>literally [1] 15/9</p> <p>litigation [6] 5/11 6/20 7/2 19/24 20/1 23/1</p> <p>little [9] 6/12 6/14 6/15 19/24 22/13 22/21 35/9 36/23 38/17</p> <p>living [1] 28/10</p> <p>loan [1] 24/7</p> <p>local [1] 25/7</p> <p>long [2] 30/4 37/7</p> <p>longer [4] 5/9 8/17 29/25 31/23</p> <p>look [4] 4/2 5/15 9/18 13/21</p> <p>looked [1] 35/15</p> <p>looking [3] 7/20 14/6 32/16</p> <p>losing [1] 7/25</p> <p>lot [1] 15/25</p> <p>low [4] 22/3 25/7 34/10 34/23</p> <p>low-income [4] 22/3 25/7 34/10 34/23</p>
<p>I</p> <p>I'll [5] 4/19 8/8 15/17 19/16 36/23</p> <p>I'm [18] 7/12 7/14 8/10 11/11 14/1 16/14 17/3 19/24 20/2 23/13 26/21 28/19 33/6 33/12 35/9 36/22 36/24 38/7</p> <p>I've [2] 15/19 36/22</p> <p>identified [1] 12/9</p> <p>identify [2] 3/8 11/12</p> <p>identifying [1] 15/17</p> <p>ignore [1] 33/24</p> <p>ii [14] 19/5 20/9 21/1 21/14 24/2 24/16 25/23 25/25 26/11 30/10 30/22 31/9 31/12 34/8</p> <p>illegal [5] 23/4 24/15 24/25 25/6 33/17</p> <p>illegally [2] 20/15 20/21</p> <p>immaterial [1] 17/24</p> <p>imminent [3] 4/13 7/24 8/15</p> <p>imminently [1] 22/25</p> <p>impact [10] 4/22 10/11 10/15 22/7 23/9 24/21 29/10 29/23 30/9 33/23</p> <p>Impacts [1] 29/12</p>	<p>J</p> <p>James [2] 2/7 3/15</p> <p>Jessica [2] 2/3 3/10</p> <p>joined [1] 3/20</p> <p>Jr [1] 2/7</p> <p>JUDGE [22] 1/14 12/9 13/8 13/10 13/20 15/4 17/7 17/14 17/21 18/12 18/23 19/8 19/18 20/3 20/8 20/19 21/1 21/17 21/20 32/7 32/23 33/8</p> <p>just [9] 17/13 17/17 21/2 21/10 26/24 28/16 30/1 34/5 37/6</p> <p>justiciability [2] 15/19 15/22</p> <p>justiciable [5] 36/18 37/2 37/4 37/13 38/25</p> <p>K</p> <p>key [1] 29/5</p> <p>know [9] 6/8 12/13 16/17 18/5 21/3 35/25 36/10 36/11 36/19</p>	<p>M</p> <p>made [7] 8/7 9/19 9/23 10/1 10/6 16/11 23/5</p> <p>main [1] 12/7</p> <p>make [7] 14/8 21/19 22/14 23/13 28/16 32/18 38/18</p> <p>makes [3] 18/20 32/24 36/8</p> <p>making [1] 32/15</p> <p>many [1] 26/3</p> <p>March [1] 40/10</p> <p>market [3] 2/4 24/3 34/23</p> <p>Martin [9] 2/7 3/19 4/22 11/5 28/25 32/6 35/6 35/8 38/13</p> <p>materials [1] 4/2</p> <p>matter [1] 36/6</p> <p>may [11] 15/25 15/25 17/14 18/6 19/20 21/16 23/13 23/21 27/22 36/10 36/11</p> <p>maybe [4] 11/11 26/10 38/14 38/16</p> <p>McFalls [1] 3/5</p>

<p>M</p> <p>me [20] 6/1 7/12 7/13 9/12 11/11 16/11 19/15 19/19 20/2 22/13 23/14 25/18 29/15 33/6 36/3 36/17 36/25 37/17 37/20 37/22</p> <p>mean [5] 15/11 15/12 17/19 19/24 30/15</p> <p>meaningfully [1] 37/15</p> <p>means [1] 28/1</p> <p>mentioned [4] 12/5 27/5 34/5 35/8</p> <p>merits [12] 13/18 15/1 15/16 15/20 21/8 28/18 37/12 37/12 37/23 38/1 38/6 38/18</p> <p>met [2] 25/2 34/4</p> <p>method [1] 4/17</p> <p>MICHAEL [1] 1/13</p> <p>mid [1] 25/24</p> <p>mid-2015 [1] 25/24</p> <p>might [8] 7/19 10/3 18/5 20/11 20/12 20/14 20/14 35/14</p> <p>million [7] 27/14 27/16 27/20 27/20 27/21 28/13 28/14</p> <p>ministerial [5] 17/11 17/13 17/13 17/18 17/18</p> <p>minute [1] 6/5</p> <p>minutes [1] 38/8</p> <p>mirrors [1] 21/5</p> <p>miss [1] 14/5</p> <p>mission [3] 22/18 24/13 33/25</p> <p>misunderstanding [1] 23/14</p> <p>moment [1] 23/24</p> <p>Monahan [1] 6/17</p> <p>money [1] 18/4</p> <p>monitoring [1] 35/11</p> <p>months [3] 30/14 36/9 36/13</p> <p>moot [8] 8/7 8/19 8/25 14/2 19/15 23/4 26/14 30/7</p> <p>mootness [21] 5/13 5/16 5/16 5/18 5/24 6/3 6/7 6/21 7/6 7/6 7/11 8/9 8/11 8/14 9/1 19/13 19/21 23/11 24/20 26/12 34/3</p> <p>more [13] 11/5 11/10 19/17 19/21 21/6 21/16 22/21 26/19 27/3 29/12 29/12 36/23 37/11</p> <p>morning [5] 3/9 3/12 3/18 21/24 21/25</p> <p>most [3] 5/17 7/8 8/10</p> <p>motion [14] 1/11 4/1 4/3 5/17 14/16 14/16 15/12 21/19 33/3 35/17 35/20 38/9 39/4 39/7</p> <p>move [4] 15/21 18/23 22/5 28/12</p> <p>moving [1] 35/21</p> <p>Mr [2] 21/22 32/9</p> <p>Mr. [20] 3/20 4/22 11/5 12/6 26/23 28/24 28/25 32/5 32/6 32/25 33/9 35/5 35/6 35/8 36/4 36/16 37/6 38/12 38/13 38/13</p> <p>Mr. Anders [4] 26/23 33/9 36/4 38/12</p> <p>Mr. Cox [7] 12/6 28/24 32/5 32/25 35/5 37/6 38/13</p> <p>Mr. Cox's [1] 36/16</p> <p>Mr. Martin [7] 4/22 11/5 28/25 32/6 35/6 35/8 38/13</p> <p>Mr. Wes [1] 3/20</p> <p>Ms [1] 36/4</p> <p>Ms. [5] 3/22 9/6 21/22 33/9 38/11</p> <p>Ms. Cassella [3] 21/22 33/9 38/11</p> <p>Ms. Shiveley [1] 9/6</p> <p>Ms. Zoey [1] 3/22</p> <p>much [7] 12/13 21/15 28/13 28/22 29/12 29/12 38/7</p> <p>multi [1] 3/21</p> <p>multi-housing [1] 3/21</p> <p>multifamily [1] 13/23</p> <p>must [5] 6/19 6/20 14/18 14/21 24/21</p> <p>my [7] 11/12 12/9 17/21 23/12 27/4 29/16 36/19</p>	<p>N</p> <p>National [3] 2/3 3/10 3/14</p> <p>nationwide [1] 25/8</p> <p>necessary [1] 24/12</p> <p>need [10] 16/9 27/19 28/4 28/7 28/12 28/15 34/6 34/25 35/14 35/15</p> <p>never [2] 30/21 30/22</p> <p>new [1] 29/22</p> <p>news [1] 36/20</p> <p>no [36] 5/9 8/17 9/18 9/23 10/1 10/5 10/8 10/17 10/19 11/16 11/17 11/19 13/25 14/22 14/25 16/1 16/10 16/14 17/4 17/8 18/10 22/15 24/3 25/1 26/19 26/24 27/2 29/24 30/8 30/14 31/7 31/23 34/7 34/9 35/17 36/25</p> <p>no one [3] 10/17 10/19 36/25</p> <p>Nobody [1] 33/6</p> <p>non [1] 24/4</p> <p>non-profit [1] 24/4</p> <p>none [1] 22/8</p> <p>nonprofits [1] 25/7</p> <p>not [70]</p> <p>noted [6] 19/2 23/2 24/2 24/6 24/18 24/23</p> <p>nothing [1] 31/11</p> <p>notice [2] 9/24 17/15</p> <p>notifying [1] 17/9</p> <p>notwithstanding [1] 8/25</p> <p>November [1] 26/1</p> <p>now [24] 4/14 5/5 5/8 7/12 8/5 8/7 8/19 8/23 11/21 15/12 15/17 16/21 19/1 19/15 24/17 26/10 28/17 31/4 35/10 35/18 37/23 38/4 38/10 38/18</p> <p>nuanced [1] 36/18</p> <p>number [3] 7/7 7/15 16/23</p> <p>O</p> <p>obligation [2] 17/19 19/6</p> <p>obvious [3] 23/13 23/19 27/22</p> <p>occur [4] 22/25 30/13 31/1 31/9</p> <p>occurred [3] 11/21 29/8 29/9</p> <p>occurring [1] 11/21</p> <p>occurs [2] 20/25 31/10</p> <p>October [3] 9/15 9/16 9/18</p> <p>October 16th [1] 9/18</p> <p>October 17th [2] 9/15 9/16</p> <p>offer [5] 15/7 36/8 36/8 36/9 36/10</p> <p>offered [1] 10/17</p> <p>offers [9] 9/19 9/23 10/1 10/19 16/2 16/10 17/4 24/4 35/13</p> <p>office [7] 2/8 3/16 3/22 3/22 4/8 35/16 38/16</p> <p>Official [2] 6/12 40/11</p> <p>okay [12] 8/8 11/24 18/22 19/19 21/12 23/19 26/16 26/17 28/18 28/21 30/23 33/9</p> <p>old [2] 6/9 6/17</p> <p>olden [1] 6/6</p> <p>older [1] 13/1</p> <p>once [3] 11/4 20/12 36/8</p> <p>one [17] 4/5 5/3 5/12 5/21 6/4 6/7 10/17 10/19 14/24 16/4 26/24 27/3 30/1 32/4 35/7 35/8 36/25</p> <p>only [9] 16/1 18/2 19/8 19/22 27/8 27/14 27/21 29/15 34/19</p> <p>oOo [1] 40/3</p> <p>Open [1] 3/3</p> <p>opening [1] 21/19</p> <p>operating [1] 27/7</p> <p>operation [1] 18/13</p> <p>opinion [2] 29/16 36/19</p> <p>opportunity [5] 10/20 10/22 15/7 38/10 39/1</p> <p>opposed [2] 18/1 19/3</p>	<p>opposite [2] 8/18 29/22</p> <p>opposition [1] 31/15</p> <p>option [1] 9/6</p> <p>options [1] 9/9</p> <p>oral [2] 3/5 39/5</p> <p>order [1] 33/3</p> <p>OREGON [3] 1/2 1/7 3/21</p> <p>organization [1] 19/11</p> <p>original [1] 40/8</p> <p>other [11] 7/15 18/1 18/2 20/10 20/12 27/11 30/4 33/13 37/6 37/14 38/20</p> <p>our [13] 12/8 12/13 13/20 14/7 15/4 15/22 19/2 20/19 20/24 21/14 28/8 28/11 33/3</p> <p>out [15] 15/5 15/17 16/6 18/4 20/19 24/10 27/5 27/10 27/12 27/23 27/24 28/5 29/2 32/15 34/12</p> <p>over [2] 12/10 28/9</p> <p>owner [1] 24/6</p> <p>P</p> <p>page [2] 14/17 14/20</p> <p>Parole [1] 6/10</p> <p>part [1] 19/3</p> <p>participate [1] 30/19</p> <p>particular [1] 17/25</p> <p>particularized [5] 4/13 5/10 6/24 7/4 8/3</p> <p>parties [3] 37/5 37/14 38/21</p> <p>partner [1] 12/2</p> <p>past [2] 15/19 31/16</p> <p>pay [1] 34/22</p> <p>pendency [1] 5/11</p> <p>pending [3] 35/18 38/8 39/3</p> <p>people [5] 18/6 28/3 28/7 28/10 28/12</p> <p>percent [1] 28/9</p> <p>PERDUE [2] 1/7 3/6</p> <p>perhaps [1] 7/3</p> <p>period [6] 7/2 9/13 10/2 16/2 27/9 34/20</p> <p>personal [1] 6/19</p> <p>persuade [1] 15/15</p> <p>phantom [1] 32/21</p> <p>place [1] 20/17</p> <p>places [1] 24/25</p> <p>plainly [2] 13/15 32/17</p> <p>plaintiff [7] 3/7 4/10 6/24 8/22 10/6 19/3 19/8</p> <p>plaintiffs [41]</p> <p>plaintiffs' [8] 4/5 4/23 11/23 20/15 20/22 25/13 29/2 29/24</p> <p>pleading [1] 11/19</p> <p>please [2] 3/8 22/14</p> <p>point [25] 6/4 6/7 9/22 11/4 11/18 11/25 12/15 16/8 17/4 17/21 18/7 18/8 20/5 20/12 20/13 20/19 21/2 21/18 21/19 28/5 30/3 30/19 35/7 36/11 36/16</p> <p>pointed [1] 29/2</p> <p>points [2] 24/15 32/7</p> <p>policy [1] 12/21</p> <p>portion [1] 27/8</p> <p>Portland [3] 1/7 2/9 2/24</p> <p>position [3] 26/11 30/1 31/20</p> <p>positions [1] 38/19</p> <p>possibility [1] 18/11</p> <p>possible [2] 35/12 35/13</p> <p>possibly [1] 35/24</p> <p>potential [2] 9/1 28/20</p> <p>practices [2] 10/7 25/6</p> <p>precedent [2] 24/24 25/5</p> <p>preliminary [1] 29/17</p> <p>prepaid [7] 13/13 14/10 20/11 20/13 32/12 32/19 34/9</p> <p>prepay [1] 24/7</p> <p>prepayment [30] 7/22 7/24 8/17 9/7 9/25 10/14 11/4 11/8 12/13 16/3 16/15 16/22</p>
--	--	--

<p>P</p> <p>prepayment... [18] 18/11 19/5 20/8 20/16 21/1 23/6 23/17 25/22 25/23 25/25 26/3 30/13 31/3 31/9 33/1 34/1 34/18 34/19</p> <p>prepayments [1] 34/20</p> <p>presence [1] 23/6</p> <p>present [1] 34/1</p> <p>preservation [1] 22/3</p> <p>pretty [1] 21/15</p> <p>prevent [1] 24/11</p> <p>primarily [1] 23/11</p> <p>prior [1] 7/21</p> <p>probably [2] 27/19 38/20</p> <p>problem [8] 11/11 12/11 12/24 16/7 19/10 20/3 20/20 30/6</p> <p>proceed [2] 23/21 37/10</p> <p>proceedings [3] 1/12 39/9 40/6</p> <p>process [9] 10/9 10/12 11/21 12/15 12/17 25/23 35/11 35/12 35/23</p> <p>processed [1] 26/3</p> <p>Professor [1] 6/17</p> <p>profit [1] 24/4</p> <p>program [23] 4/9 4/9 4/24 10/21 11/1 11/3 12/20 12/21 13/15 14/12 18/4 18/14 24/1 27/15 27/16 27/20 27/25 28/10 30/2 30/5 30/17 30/18 35/25</p> <p>programs [1] 4/8</p> <p>progresses [1] 5/8</p> <p>Project [2] 2/3 3/10</p> <p>prong [1] 18/9</p> <p>proper [1] 24/20</p> <p>properties [7] 20/11 20/12 23/7 23/16 32/12 32/19 34/1</p> <p>property [8] 7/23 10/18 10/20 24/4 26/5 30/22 31/12 35/24</p> <p>proposal [1] 37/20</p> <p>proposals [1] 37/17</p> <p>protective [1] 33/3</p> <p>provide [4] 32/11 34/8 34/18 35/1</p> <p>provided [1] 34/6</p> <p>providing [1] 37/25</p> <p>provision [1] 17/15</p> <p>public [2] 14/13 24/4</p> <p>published [1] 25/17</p> <p>purchase [2] 24/4 36/9</p> <p>purchaser [2] 36/8 36/8</p> <p>purposes [1] 5/17</p> <p>push [1] 37/20</p> <p>push-back [1] 37/20</p> <p>put [1] 23/20</p> <p>puts [1] 34/12</p>	<p>Q</p> <p>question [6] 5/1 8/23 18/18 23/12 30/14 32/3</p> <p>questions [2] 26/19 36/12</p> <p>quick [1] 32/7</p>	<p>R</p> <p>raise [1] 4/15</p> <p>ramifications [1] 12/16</p> <p>ran [1] 16/6</p> <p>RD [29] 3/21 4/24 13/10 13/16 14/7 14/11 15/9 17/15 20/10 20/21 23/5 24/7 24/9 24/9 24/18 25/5 25/25 26/3 26/4 27/5 28/6 32/11 32/17 32/21 33/17 34/12 34/16 34/18 34/21</p> <p>RD's [6] 22/18 24/1 25/15 25/16 25/22 34/16</p> <p>RDR [2] 2/23 40/11</p> <p>reach [1] 38/21</p> <p>reached [3] 7/20 8/18 29/22</p>	<p>read [2] 4/2 15/19</p> <p>reading [1] 4/3</p> <p>real [1] 4/7</p> <p>realize [2] 9/18 29/7</p> <p>really [16] 6/22 12/9 12/18 13/10 16/23 17/12 18/17 19/1 19/7 19/25 21/10 29/4 31/4 32/20 33/1 37/23</p> <p>reason [7] 4/16 9/5 10/5 10/17 31/10 32/24 35/19</p> <p>reasonable [2] 23/8 25/1</p> <p>reasons [3] 15/16 26/13 31/19</p> <p>receive [1] 23/16</p> <p>received [1] 16/2</p> <p>receiving [1] 24/12</p> <p>recently [1] 24/9</p> <p>recommend [1] 37/18</p> <p>record [6] 3/8 18/18 21/17 23/20 27/23 40/6</p> <p>recurrence [1] 34/3</p> <p>redressability [2] 6/25 7/5</p> <p>redressable [1] 8/4</p> <p>reference [1] 32/10</p> <p>referenced [1] 14/13</p> <p>referring [2] 6/8 6/9</p> <p>regarding [3] 24/24 31/2 37/6</p> <p>regulation [7] 13/1 20/21 21/2 21/5 21/15 22/19 31/8</p> <p>regulations [16] 10/25 23/4 23/6 23/17 24/15 25/6 25/11 25/15 25/22 25/24 26/2 26/5 26/8 33/17 33/21 33/25</p> <p>regulatory [1] 25/10</p> <p>rejecting [1] 14/1</p> <p>relevance [1] 17/20</p> <p>relevant [2] 6/22 7/8</p> <p>relied [1] 25/24</p> <p>relief [19] 4/13 4/20 4/23 5/4 5/22 5/23 14/21 18/2 22/8 22/11 22/12 30/7 30/17 30/21 30/25 31/7 31/11 32/1 35/18</p> <p>relies [2] 5/24 25/9</p> <p>rely [2] 25/6 33/21</p> <p>relying [1] 7/14</p> <p>remedied [1] 31/23</p> <p>removed [1] 20/18</p> <p>renew [3] 28/2 28/3 33/3</p> <p>renewal [3] 13/5 13/7 28/4</p> <p>rent [2] 34/11 34/23</p> <p>rental [3] 4/9 7/25 35/1</p> <p>repeat [1] 33/14</p> <p>repeated [3] 23/8 25/2 29/6</p> <p>repeating [1] 35/10</p> <p>reply [1] 19/2</p> <p>REPORTER [2] 2/23 40/11</p> <p>requested [1] 5/23</p> <p>requests [1] 26/3</p> <p>required [1] 17/15</p> <p>requirements [2] 6/25 8/24</p> <p>requisite [1] 6/19</p> <p>reset [1] 12/17</p> <p>residents [16] 13/12 14/9 16/24 17/9 17/25 19/4 28/2 28/20 32/12 32/18 34/7 34/8 34/17 34/19 34/22 34/23</p> <p>residing [1] 14/9</p> <p>resolution [1] 27/7</p> <p>resolve [3] 15/14 38/21 38/24</p> <p>resolved [1] 36/7</p> <p>resources [4] 25/9 35/1 35/16 35/22</p> <p>respect [7] 10/11 11/20 22/15 28/5 30/16 30/22 31/13</p> <p>respective [2] 38/6 38/19</p> <p>respond [3] 15/7 33/11 33/13</p> <p>response [2] 24/19 35/5</p> <p>responses [1] 37/25</p> <p>responsibility [1] 11/13</p>	<p>restricted [1] 13/14</p> <p>restriction [3] 22/20 24/7 30/24</p> <p>restrictions [5] 26/1 28/11 30/23 31/10 34/9</p> <p>restrictive [4] 19/6 20/14 21/6 32/13</p> <p>result [1] 35/24</p> <p>resulted [1] 10/15</p> <p>retroactive [1] 34/20</p> <p>reverse [1] 9/11</p> <p>Review [1] 6/17</p> <p>reviewable [1] 17/6</p> <p>revised [4] 24/16 24/22 33/18 33/20</p> <p>right [25] 3/25 6/6 7/5 15/12 15/17 16/3 16/5 16/20 17/14 17/21 18/18 18/25 21/9 26/11 26/22 28/18 35/10 35/18 35/23 36/1 36/3 36/16 37/23 38/4 38/17</p> <p>rights [8] 4/21 10/11 10/14 22/7 29/10 29/12 29/23 30/9</p> <p>ripe [3] 11/4 11/18 19/20</p> <p>ripeness [5] 11/7 12/10 15/13 19/17 20/18</p> <p>risk [2] 22/4 34/13</p> <p>RMR [1] 40/11</p> <p>robust [1] 29/12</p> <p>room [2] 2/24 38/15</p> <p>rude [1] 19/24</p> <p>rule [2] 20/23 36/17</p> <p>run [6] 10/9 24/10 27/5 27/10 27/12 34/12</p> <p>running [2] 4/8 27/24</p> <p>Rural [1] 4/7</p>	<p>S</p> <p>safe [1] 23/20</p> <p>said [9] 6/18 27/1 27/2 30/23 34/6 35/10 37/6 37/22 39/3</p> <p>sale [3] 10/9 11/21 35/12</p> <p>San [2] 2/4 38/12</p> <p>San Francisco [1] 38/12</p> <p>satisfy [1] 8/24</p> <p>saw [1] 29/16</p> <p>say [15] 5/21 6/7 8/8 17/8 17/23 20/20 21/10 24/17 26/18 26/23 27/2 27/3 35/12 36/5 36/17</p> <p>saying [1] 16/14</p> <p>says [1] 6/14</p> <p>schedule [3] 37/7 37/9 37/16</p> <p>Sean [2] 2/7 3/19</p> <p>second [15] 4/1 4/5 4/20 4/20 8/5 10/6 10/8 12/8 14/14 14/20 14/20 22/9 25/21 32/1 33/24</p> <p>Secondly [1] 32/23</p> <p>see [5] 8/8 14/15 14/16 27/14 37/15</p> <p>seek [2] 22/11 22/12</p> <p>send [1] 37/17</p> <p>sense [2] 18/21 32/24</p> <p>separate [2] 4/18 37/17</p> <p>seriously [2] 17/16 17/19</p> <p>service [3] 23/7 26/5 34/2</p> <p>set [4] 3/4 12/17 13/15 25/4</p> <p>settled [3] 9/4 10/8 31/24</p> <p>several [2] 16/9 26/2</p> <p>she [1] 9/8</p> <p>Shiveley [1] 9/6</p> <p>shortages [1] 31/16</p> <p>should [4] 8/11 11/13 38/14 38/17</p> <p>show [5] 8/24 20/2 25/1 29/6 30/8</p> <p>showed [1] 13/5</p> <p>shown [1] 4/12</p> <p>shy [1] 26/21</p> <p>SI [2] 1/5 3/5</p> <p>side [1] 33/12</p> <p>sides [5] 37/7 37/8 38/10 39/5 39/6</p> <p>sides' [1] 15/20</p>
---	--	---	---	--	--

<p>S</p> <p>signature [3] 40/8 40/8 40/9</p> <p>signed [1] 40/9</p> <p>signing [1] 40/5</p> <p>SIMON [1] 1/13</p> <p>simply [4] 13/4 13/6 13/16 15/23</p> <p>since [4] 12/22 22/2 36/25 39/1</p> <p>situation [2] 16/4 35/2</p> <p>six [3] 38/14 38/17 39/1</p> <p>slightly [2] 4/16 21/5</p> <p>slowly [1] 22/21</p> <p>small [1] 25/7</p> <p>so [37] 6/22 6/23 11/14 12/5 12/18 12/22 13/20 14/10 14/12 16/10 16/17 18/5 18/17 19/7 20/18 21/14 23/24 24/8 24/20 25/4 25/13 25/21 26/1 26/7 27/13 27/18 28/13 29/23 31/10 31/19 32/19 33/6 33/15 34/8 34/21 36/9 37/13</p> <p>some [10] 5/10 7/13 16/7 17/23 20/11 20/13 20/20 36/22 37/24 38/14</p> <p>somehow [1] 13/11</p> <p>someone [1] 17/18</p> <p>something [10] 5/9 7/3 13/6 14/5 16/13 17/18 23/14 26/23 27/4 36/5</p> <p>somewhere [1] 27/19</p> <p>SONNY [1] 1/7</p> <p>soon [1] 36/24</p> <p>sophisticated [1] 38/5</p> <p>Sorry [1] 22/22</p> <p>sort [1] 16/7</p> <p>sought [1] 22/8</p> <p>speak [1] 34/2</p> <p>specific [3] 4/15 11/3 21/19</p> <p>specifically [3] 7/17 24/23 33/22</p> <p>specifics [1] 18/15</p> <p>specified [1] 15/5</p> <p>speculative [1] 16/8</p> <p>spell [1] 27/23</p> <p>spend [5] 23/24 25/8 27/8 36/23 38/14</p> <p>spent [4] 27/16 27/17 28/14 36/22</p> <p>stability [2] 22/2 34/13</p> <p>stage [3] 9/11 10/12 38/7</p> <p>standard [1] 25/10</p> <p>standards [3] 24/15 33/17 33/23</p> <p>standing [39] 4/10 4/14 4/17 5/2 5/5 5/7 5/8 5/12 5/15 5/15 5/21 6/2 6/4 6/7 6/20 6/25 7/8 7/18 8/4 8/19 8/23 10/4 13/25 14/1 14/20 14/23 15/13 19/10 19/13 19/14 19/22 19/25 20/5 23/1 24/17 24/20 26/8 31/5 31/22</p> <p>standing/ripeness [1] 15/13</p> <p>state [4] 14/25 15/8 21/16 35/16</p> <p>STATES [3] 1/1 1/14 2/23</p> <p>statute [9] 12/24 12/25 13/7 14/3 14/7 15/13 21/7 25/12 25/14</p> <p>statutory [1] 32/16</p> <p>stay [1] 15/17</p> <p>staying [1] 35/24</p> <p>step [7] 9/4 10/8 17/9 30/1 31/23 31/24 34/25</p> <p>steps [2] 16/9 31/17</p> <p>still [12] 8/25 10/20 16/11 17/24 22/4 22/5 22/10 23/5 23/25 29/19 33/20 34/4</p> <p>stipulate [1] 37/15</p> <p>stop [2] 7/2 13/7</p> <p>Street [1] 2/4</p> <p>subject [1] 25/25</p> <p>subjects [1] 34/21</p> <p>subsidy [1] 18/2</p> <p>such [3] 5/9 16/25 18/3</p> <p>suggest [1] 37/22</p> <p>suggests [1] 20/13</p>	<p>Suite [2] 2/4 2/8</p> <p>Supreme [5] 6/9 6/11 6/12 7/14 24/23</p> <p>sure [7] 22/17 23/13 25/13 25/21 28/16 35/25 38/18</p> <p>suspect [1] 36/11</p> <p>SW [2] 2/8 2/24</p> <p>T</p> <p>table [1] 3/20</p> <p>tag [1] 12/2</p> <p>take [4] 11/12 20/5 32/8 39/3</p> <p>taken [2] 9/8 31/16</p> <p>takes [2] 17/15 17/18</p> <p>taking [2] 38/8 39/1</p> <p>talk [7] 6/1 7/18 11/5 19/12 19/13 25/18 37/18</p> <p>talked [1] 23/23</p> <p>talking [6] 6/23 13/2 19/22 23/11 28/17 28/19</p> <p>team [1] 12/2</p> <p>telephone [1] 37/18</p> <p>tell [4] 7/12 19/15 19/19 22/13</p> <p>telling [2] 6/1 16/11</p> <p>tenants [9] 9/24 10/3 10/13 22/4 22/4 25/8 31/5 31/6 31/17</p> <p>tenants' [1] 21/16</p> <p>tentatively [1] 29/17</p> <p>term [2] 17/2 30/12</p> <p>termination [2] 22/20 22/23</p> <p>terms [1] 20/23</p> <p>than [3] 11/9 21/6 38/7</p> <p>Thank [15] 4/4 12/4 21/20 21/21 26/22 28/21 28/23 29/1 32/5 33/8 35/3 35/4 36/2 36/14 39/8</p> <p>that [246]</p> <p>that's [30] 4/25 5/14 6/14 7/5 7/10 8/4 9/15 12/18 12/20 14/10 14/11 14/13 15/1 15/14 17/6 18/7 18/13 19/1 19/21 19/23 20/9 20/20 20/22 21/14 26/12 28/18 28/21 36/20 37/16 38/24</p> <p>their [16] 4/6 4/11 5/3 5/23 10/6 11/3 11/5 14/13 22/9 30/7 31/15 31/18 32/1 32/11 34/13 38/13</p> <p>them [10] 4/14 8/2 8/22 25/19 26/9 26/10 28/7 29/14 31/25 36/20</p> <p>then [23] 5/11 5/14 5/25 6/1 6/11 7/3 7/6 7/13 8/5 8/8 9/10 9/19 9/23 11/22 14/23 16/3 16/21 26/12 27/2 30/23 37/3 37/4 37/16</p> <p>theoretically [1] 20/5</p> <p>there [62]</p> <p>thereafter [1] 30/3</p> <p>Therefore [2] 22/10 31/24</p> <p>these [9] 16/4 23/4 23/17 25/6 31/19 33/25 34/21 34/23 35/16</p> <p>they [14] 5/2 8/4 10/24 11/2 14/19 14/24 15/15 16/13 16/25 18/6 20/13 28/1 28/12 32/13</p> <p>thing [7] 4/5 19/22 26/24 27/3 27/11 35/8 35/23</p> <p>things [5] 11/15 18/14 26/10 35/16 38/20</p> <p>think [24] 5/14 6/8 7/8 7/17 7/19 8/6 11/25 13/5 13/20 15/2 17/14 17/15 17/23 18/8 19/17 19/20 19/25 20/2 20/3 21/2 23/12 29/7 32/24 39/1</p> <p>third [11] 2/8 2/24 4/23 12/19 13/9 14/21 14/24 22/11 23/23 23/24 30/16</p> <p>this [63]</p> <p>thorough [1] 29/12</p> <p>those [14] 4/21 9/8 11/6 11/6 14/24 20/11 20/12 23/10 24/12 26/7 28/12 28/13 30/24 32/18</p> <p>though [4] 19/13 26/1 27/1 33/18</p>	<p>thought [6] 12/5 13/24 14/23 23/19 23/20 23/23</p> <p>threatening [1] 8/22</p> <p>three [2] 14/17 25/14</p> <p>threshold [1] 5/1</p> <p>thrice [1] 20/18</p> <p>through [2] 6/21 6/22</p> <p>Tillamook [1] 22/4</p> <p>time [25] 3/4 6/4 6/8 7/1 8/15 9/22 10/2 10/3 11/4 11/19 12/1 14/19 24/8 25/8 26/9 26/10 26/19 27/9 30/19 32/8 36/22 36/23 37/14 38/14 39/2</p> <p>timely [2] 18/3 26/9</p> <p>today [1] 25/4</p> <p>together [2] 38/11 39/2</p> <p>told [5] 13/17 14/8 14/8 29/15 32/22</p> <p>took [2] 30/21 31/21</p> <p>tossing [1] 30/11</p> <p>tracking [1] 14/7</p> <p>tracks [1] 21/15</p> <p>transcript [3] 1/12 40/6 40/7</p> <p>try [3] 15/15 20/2 36/23</p> <p>turn [1] 26/12</p> <p>two [3] 23/6 30/7 34/1</p> <p>U</p> <p>U.S [3] 2/8 3/19 6/10</p> <p>U.S. [2] 3/16 38/16</p> <p>U.S. Attorney's Office [2] 3/16 38/16</p> <p>U.S.C [1] 21/14</p> <p>ultimately [1] 6/16</p> <p>under [21] 7/6 7/11 9/1 11/1 13/11 19/6 20/14 22/11 22/12 22/17 23/2 23/17 23/24 24/13 27/6 27/7 29/3 32/11 38/9 39/4 39/7</p> <p>undermine [1] 7/3</p> <p>understand [6] 9/12 26/16 28/16 38/6 38/11 38/19</p> <p>understanding [2] 11/14 38/5</p> <p>UNITED [3] 1/1 1/14 2/23</p> <p>unlawful [1] 25/11</p> <p>unless [2] 28/12 36/4</p> <p>unripeness [1] 11/6</p> <p>until [8] 11/13 16/18 18/5 32/25 33/13 34/17 36/12 36/25</p> <p>up [6] 10/13 13/15 32/9 35/8 36/16 38/12</p> <p>upon [4] 25/6 25/10 25/24 33/21</p> <p>urge [1] 38/25</p> <p>USDA [1] 3/22</p> <p>use [14] 13/14 19/6 20/14 22/20 22/23 24/7 24/21 26/1 28/11 30/23 30/24 31/9 34/9 38/10</p> <p>V</p> <p>vacated [1] 12/13</p> <p>valuable [1] 25/8</p> <p>various [1] 6/23</p> <p>versus [2] 3/6 13/2</p> <p>very [16] 11/8 12/13 13/15 21/7 27/11 28/21 30/4 32/17 34/10 34/11 34/15 35/11 35/12 35/24 38/1 38/4</p> <p>viability [1] 33/1</p> <p>viable [3] 13/21 13/25 15/8</p> <p>view [9] 12/9 12/13 13/20 14/7 20/15 20/19 20/22 20/24 21/14</p> <p>violated [1] 22/19</p> <p>violation [3] 15/1 21/4 32/14</p> <p>violative [1] 14/3</p> <p>voluntarily [1] 8/21</p> <p>voluntary [11] 7/9 7/10 8/10 9/1 9/9 23/3 23/11 24/24 26/13 29/3 34/2</p> <p>voucher [28] 4/9 4/24 10/21 11/1 12/7 12/20 13/22 14/12 15/23 16/5 16/6 16/22 18/14 18/20 22/23 24/1 24/10 27/5 27/10</p>
---	--	---

